



Nugate Transport Industries (NQ) Pty Ltd
133-139 Enterprise Street, Bohle QLD 4818
PO Box 7827, Garbutt QLD 4814
PH: 07 4774 5844 F: 07 4774 8224
admin@nortrans.com.au
ABN: 35 108 503 019 ACN: 108 503 019

Conditions of Cartage

1. In these conditions "Carrier" shall mean Nugate Transport Industries (NQ) Pty Ltd, its servants and agents. "Sub-contractor" shall mean and include – (i) Railways operated by the Commonwealth or any State (ii) Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract; and (iii) any person who is now or hereafter a servant, agent, employee or Sub-contractor of any of the persons referred to in (i) and (ii) above. "Consignor" shall mean the party requesting services from the Carrier.
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, storage or transport of articles for any person, corporation or company and the carriage or transport of any class of articles at its 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 that are 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 and conditions to the same extent as the Carrier, insofar as it may be necessary to ensure that the Sub-contractor shall be so entitled the Carrier shall be deemed to enter this contract for its own benefit and also as agent 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 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 mis-delivery or failure to deliver or delay in the delivery of 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 delivered the goods in accordance with this contract if at the address he obtains from any person a receipt or signed delivery docket with the goods.
6. The Carrier will affect insurance of goods as the Consignor's agents and at the Consignors' expense only when instructed in writing to do so. It is and remains the responsibility of the Consignor to state the amount of cover required and the class under which such cover it to apply. When such insurance is affected at the request of the Consignor the following exclusions will apply – (a) All claims resultant from wear, tear, moths, vermin, damp, mildew or loss of market; loss, damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured; (b) Gradual deterioration, rust and/or oxidation unless due to or consequent upon fire, collision, overturning or other accident to the conveyance.
7. The Carrier's charges shall be considered earned as soon as the goods are loaded and despatched.



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8. 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 more than 30 minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period 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.
9. If any person fails to pay charges due to the Carrier in respect of any services 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 and out of the moneys arising from the sale retain charges so payable and all charges and expenses of the detention and sale of and such of the goods as remain unsold to the person entitles thereto. Any such sale shall not prejudice or affect charges due or payable in respect of such service or the said detention and sale.
10. The Consignor or his authorised agent shall not tender for carriage any explosive, inflammable or otherwise, dangerous or damaging goods without presenting full description of those goods and in default of so doing, shall be liable for all loss and damage caused thereby.
11. 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.
12. The Consignor expressly warrants that the Consignor is either the owner or authorised agent of the owner of any goods or property the subject matter of this contract and by entering 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.
13. Onforwarding: Unless otherwise indicated on the consignment note in the place provided, onforwarding to country centres will be by the fastest practical means, generally passenger rail and will be charged with the freight charges.
14. Goods of a bulky nature will be assessed as one cubic foot equals 4.5kgs.
15. 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 the negligence, wrongful act or default of the Carrier or by any other cause whatsoever.
16. It is expressly agreed that all the rights, 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 in any breach of the contract or of any conditions hereof by the Carrier.



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17. The Consignor shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.
18. Whereby express agreement or operation of law the Carrier becomes responsible for damage to or loss of goods, no claim for such loss or damage will be allowed unless lodged in writing at an office of the Carrier in which delivery was affected within seventh-two (72) hours after delivery was given.
19. Where the Consignor is a consumer as defined by any relevant law such as the Trade Practices Act 1974 or similar State Laws, certain terms and rights may be implied into this contract for the benefit of the consumer which terms and rights, and any liability of the Carrier flowing therefrom, cannot be excluded restricted or modified by any provision of this contract. Nothing in these conditions will exclude, restrict or modify any condition or warranty, right or liability implied in this contract or protected by law where to do so would render any provision void.
20. The Carrier may on special request arrange "Cash on Delivery" (COD) collections and will accept responsibility for the collection of moneys on the delivery of packages as the agent of the Consignor. The Carrier will be deemed to discharge this responsibility if on delivery he obtains either cash or a cheque for and on behalf of the Consignor. Should any cheque so received be subsequently dishonoured on presentation the Carrier will not accept responsibility thereof.