



📍 Suite 6, 228 South Chapel Rd
Bankstown NSW, 2200
PO BOX 135 Yagoona NSW 2199
☎ 02 9791 1555
✉ info@thandy.com.au
🌐 www.thandy.com.au
🇦🇺 74 606 345 411

TERMS & CONDITIONS OF SERVICE

1. Interpretation: In these conditions the following meanings shall apply unless the context requires otherwise:

- A. "Damage" includes deterioration or destruction;
- B. "The Goods" mean all goods and other things (including money or other valuables) the subject of the services;
- C. "Loss" includes expenses and consequential loss;
- D. "The Services" means the whole of the services to be provided by us pursuant to this Contract (including any variation to it);
- E. Reference to "we" or "our" or "us" etc. is to 1 Stop Logistics Pty Ltd T/AS Transhandy Container Transport;
- F. Reference to "you" or "your" etc. is to you the customer referred to overleaf and, if the customer consists of two or more persons, is joint and several references to those persons;
- G. Miscellaneous: the singular includes the plural and vice versa; reference to one gender includes all genders; reference to a person includes a company or other body and vice versa.

2. Not Common Carrier: We are not a common carrier and will not accept any liability as such.

3. Applicable Rates: The amount payable by you shall be ascertained by reference to the rate specified overleaf or if no rate is specified overleaf the amount calculated in accordance with our Schedule of Rates as varied from time to time. Should there be no agreed or applicable rate then a reasonable rate shall be applicable.

4.1 Payments: Unless otherwise agreed in writing, all payments for services shall be made in cash and shall be made on the day that the services are provided.

4.2 Overdue payments shall attract interest at the rate of 15% per annum payable on demand on the outstanding balance from time to time.

5. Trade Practices Act etc.: If warranties, conditions or obligations (hereafter called "obligations") are imposed or implied in your favour by the Trade Practices Act or otherwise whatsoever and cannot be excluded these terms and conditions are to be read and construed as subject thereto. Where such obligations can be excluded they are. Where such obligations (or liability arising therefrom) cannot be excluded but can be restricted or modified then such restriction or modification shall apply to the fullest extent permitted by law.

6. Subcontract: We shall be entitled to subcontract on any terms the whole or any part of the Services.

7.1 Risk & Liability: Save to the extent (if any) that these terms and conditions provide otherwise, our services are at the sole risk of yourself and we shall not be liable to you or any other person in contract, tort, bailment or otherwise whatsoever for or in relation to the Services including (without limitation) for or in relation to delay or deviation or misdelivery or no delivery or any loss or damage to the Goods irrespective of whether or not the Goods are perishable or fragile or otherwise and whether or not the loss or damage or other matter or thing:

7.2 It is agreed that all rights, limitations and immunities in our favour which are contained in these terms and conditions shall survive any termination of this Contract. 8. Extended Protection from Liability: Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity to which we are entitled hereunder shall also be available and shall extend to protect:

- A. All our sub-contractors;
- B. Our servants and agents and those of our sub-contractors;
- C. Every other person by whom the carriage or any part of it is performed or undertaken;
- D. All persons who are or might be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) hereof. For the purposes of this clause we 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 that extent be or be deemed to be parties to this Contract.

9. Particular Methods: If it has been agreed that we are to use a particular method for transport or other service, we will give priority to the method designated but if that method cannot conveniently be adopted by us then you hereby authorises us to adopt such other method or methods as we see fit. "Method" shall include mode.

10. Deviation: You hereby authorise any deviation in carriage route which may in our absolute discretion be considered reasonable or necessary in the circumstances.

11. Specialist Services: Where the Goods are of such dimension that the Goods require carriage by way of specialist Method (such as tow truck, crane truck or wide load road transport) you hereby authorise us to adopt the specialised Method which may or may not require the need for the services of other organisations or bodies necessary to ensure the safety of others (such as other road users) and to comply with all Government requirements. Such services may include police or private escorts, road closures and/or transport control by the relevant Government authority and hire of specialist equipment such as ramps. For the purposes of this Agreement such Goods shall be deemed to be dangerous.

12. Expenses, and Other Charges and Further Fees: As well as any fee for the Services you shall also pay to us the amount of any expenses or other charges reasonably incurred by us in and in relation to the provision of the services including, without limit, the expenses incurred for any packaging or for any road, rail, air or sea travel by the Goods or staff or for any accommodation. Unless otherwise agreed in writing it shall be your responsibility for the costs of any other services of third parties such as those services referred to in clause 11 (such as escorts or road closures). As well as the fee provided for elsewhere you shall also pay to us a reasonable amount of any unusual or reasonably unexpected aspects of the provision of the services.

13.1 Packing, Loading, and Unloading/Delivery: Unless requested in writing by you we shall not be responsible for packing of the Goods.

13.2 Where we are required to pack, load or unload Goods on your behalf it shall be at your risk and whilst all care is taken no liability is accepted on our part. You shall ensure that you or some other person on your behalf is present during the packing (if any), loading and unloading of Goods except where we agree otherwise in writing.

13.3 We shall be deemed to have delivered the Goods in accordance with this Contract if at the address for delivery we obtain from any person a signed receipt or delivery docket.

13.4 If delivery of the Goods is not taken at the place for delivery, we may without notice store the Goods and such storage shall be deemed to constitute delivery and thereupon any responsibility that we have in respect of the Goods shall cease and you shall be liable to reimburse us for any storage costs that we incur.

14. Insurance: We have no obligation to insure the Goods save to the extent (if any) that the contrary is agreed to in writing.

15.1 Lien: Goods are received and held by us subject to a general lien for moneys due to us for services rendered by us for you and for any other moneys payable to us under this Contract.

15.2 Where any lien remains unsatisfied within seven (7) days from the date on which we give you notice of the exercise of our lien, the Goods may at our discretion be sold by public auction or private treaty and the proceeds of sale applied in or toward the satisfaction of every such lien and all proper charges and expenses in relation thereto (including the expenses of the sale) and we shall account to you for any surplus. Where the Goods are made up of or include money then that money may be utilised in or towards satisfaction of the lien without any sale.

16.1 Dangerous or Frail Goods etc.: Prior to provision of the Services by us, you shall provide us with full details of any dangerous Goods and also with full details of any frailty or other characteristic of any Goods or other thing which is not apparent and which could have a bearing on the method of the provision of Services. We may for reasonable cause (including danger) refuse to carry out any service or part thereof.

16.2 Perishable Goods: We will be at liberty at your expense to dispose of or destroy any Goods which in our opinion have deteriorated or become objectionable, unwholesome or a source of danger or contamination.

17. Indemnity: You will indemnify and save us harmless from and against: (a) any loss or damage to our property or any third parties property arising from carriage of the Goods save for normal wear and tear and save to the extent the loss or damage was our fault; (b) any loss, damage, claim or expense arising from breach of this Contract by you or from your incorrectly describing or advising the weight or other qualities or characteristics of the Goods.

18.1 Force Majeure: Where we are unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond our reasonable control ("force majeure"), to carry out any obligation under this Agreement and we:

- A. Give your prompt notice of such force majeure with reasonably full particulars thereof and, insofar as is known, the probable extent to which we will be unable to perform or be delayed in performing that obligation; and

- B. Uses all reasonable diligence to negate or remove that force majeure as quickly as possible; that obligation is suspended, so far as it is affected by force majeure, during the continuance thereof.

18.2 The requirement that any force majeure shall be negated or removed with all reasonable diligence shall not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on terms contrary to our wishes.

19. Law: This contract shall be governed by the laws for the time being in force in the State of New South Wales.

20. Jurisdiction: The parties to this Contract consent to any dispute arising under or out of this Contract being subject to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

21. Entire Agreement: These terms and conditions together with any printed on the reverse side hereof contain the whole of the agreement between the parties to this Contract in relation to the services and any previous agreements are hereby negated.

22. Representations: By signing overleaf, you agree that you did not rely on any representation, promise, warranty or condition not expressly made (in writing) part of this Contract.

23. Storage:

23.1 Where the Services include storage by us which is not of a temporary nature or incidental to the carriage of the Goods then such storage shall be at our discretion. The Goods may be stored at any place and at any time and be removed from any place at which they may be stored or otherwise held to any other place to be stored.

23.2 It shall be your responsibility to affect any insurance of the Goods and we shall not affect any such insurance except on your prior written instructions and at your sole expense.

23.3 The foregoing terms and conditions shall apply mutatis mutandis in relation to the storage.

24. Australian Standards:

24.1 This Agreement incorporates all general conditions of contract and the appropriate Australian Standards applicable to the service as if the same were set out in full in these terms and conditions.

25. Waste, Contaminated and or Nuclear Material:

25.1 At no time will we acquire ownership of Goods where they consist of waste, contaminated and or nuclear material ("the material") unless we elect in writing to do so.

25.2 If we are unable to dispose of the material for some reason outside our control in the manner contemplated by this agreement at the time we entered into the agreement, we will be at liberty at your expense and cost to dispose of the material in some other manner or return it to you.

SUBCARRIAGE AGREEMENT WITH HEAD CONTRACTOR

1. In these conditions unless the context otherwise requires:

- A. "The Carrier" shall mean 1 Stop Logistics Pty Ltd T/AS Transhandy Container Transport;
- B. Reference to carriage of goods includes the whole of the services (including any packing, handling or storage) undertaken by the Carrier in respect of the Goods;
- C. "Charges" include freight;
- D. "Consignor" shall mean the head contractor referred to overleaf;
- E. "Container" shall include any trailer, wagon, tanker or pallet;
- F. "this Contract" means the contract between the Consignor and the Carrier;
- G. "Damage" includes deterioration and destruction;
- H. "The Goods" means each and every part of the cargo (living or otherwise) for carriage. The expression shall extend to include any container, trailer or other property provided by the Consignor or any other person besides the Carrier;
- I. "Loss" includes expenses and includes consequential losses;
- J. The singular includes the plural and vice versa; reference to one gender includes all genders; reference to a person includes a company or other body and vice versa;
- K. If the Consignor consists of two or more persons they shall be jointly and severally bound by this contract;
- L. Reference to legislation includes amendments and substitution legislation;
- M. Reference to the Consignor or the Carrier includes, in each case, its successors and assigns.

2. Not Common Carrier: The Carrier is not a common carrier and will accept no liability as such. All goods are carried subject only to these conditions and the Carrier reserves the right to refuse the carriage of articles for any person corporation or company and the carriage of any class of articles at its discretion.

3. Head Contract: The Consignor warrants:

- A. It has, and will retain, a contract with its principal (in relation to the carriage of the Goods) which includes the Consignor's standard conditions of carriage;
- B. Those standard conditions of carriage are expressed so as to provide the Consignor's subcontractors with such exemption from liability for and in relation to carriage of the Goods as is permitted by law. The carrier hereby ratifies and accepts the benefit of such protection.

4. Trade Practices Act etc.: Where warranties, conditions or obligations (hereafter called "obligations") are imposed or implied in the Consignor's favour by the Trade Practices Act or otherwise whatsoever and cannot be excluded these terms and conditions are to be read and construed as subject thereto. Where such obligations can be excluded they are. Where such obligations (or liability arising therefrom) cannot be excluded but can be restricted or modified then such restriction or modification shall apply to the fullest extent permitted by law.

5. Subcontract: The Carrier shall be entitled to subcontract on any terms the whole or any part of the carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

6.1 Risk & Liability: Save to the extent (if any) that these terms and conditions provide otherwise, the Goods are at the sole risk of the Consignor and the Carrier shall not be liable to the Consignor or any other person in contract, tort, bailment or otherwise whatsoever for or in relation to carriage of the goods including (without limitation) for or in relation to delay or deviation or misdelivery or no delivery or any loss or damage to the Goods irrespective of whether or not the Goods are perishable or fragile or otherwise and whether or not the loss or damage or other matter or thing:

- A. Is caused by the Carrier or any other person;
- B. Arises from negligence, breach of contract or duty, wilful default or otherwise;
- C. Arises in or outside the course of the performance of this Contract or in circumstances within or without the contemplation of the parties or in circumstances which constitute a fundamental breach of this Contract.

6.2 It is agreed that all rights, limitations and immunities in favour of the Carrier which are contained in these terms and conditions shall survive any termination of this Contract.

6.3 Should there be any conflict between the Carrier's protection under these terms and conditions and protection afforded the Carrier by reason of the Consignor's head contract then these terms and conditions shall prevail to the extent necessary to resolve the conflict. "Conflict" does not include additional protection.

7. Extended Protection from Liability: Every exemption, limitation, condition and liberty herein contained and every indemnity, right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available to and shall extend to protect:

- A. All the Carrier's sub-contractors;
- B. Every servant or agent of the Carrier or of a sub-contractor;
- C. Every other person (other than the Carrier) by whom the carriage or any part thereof is performed or undertaken;
- D. All persons who are or might be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) hereof. 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 that extent be or be deemed to be parties to this Contract.

8. Method of Transport and Handling: If it has been agreed that the Carrier use a particular method of transport or handling, the Carrier will give priority to the method designated but if that method cannot conveniently be adopted by the Carrier the Consignor hereby authorises the Carrier to adopt such other method or methods as the Carrier sees fit. "Method" shall include mode.

9. Deviation: The Consignor hereby authorises any deviation in route which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.

10.1 When Charges Earn: All charges shall be deemed to have been earned when the Carrier takes possession of the Goods and under no circumstances (save as may be provided for in these terms and conditions) shall any charge be refundable, discounted or abated whether because the Goods

are not delivered or delivery is delayed or the Goods are delivered in a damaged condition or lost or for any other reason.

10.2 Charges shall be payable upon demand.

10.3 Unless otherwise provided, all charges are to be paid by the Consignor. If charges are to be paid by some other person then if they are not paid when due they shall be payable by the Consignor upon demand by the Carrier.

11. Additional Charges: The Carrier shall be entitled to make reasonable charges in relation to services costs or expenses not otherwise provided for. The other provisions of this Contract relating to payment of charges shall be construed to include any such additional charges.

12.1 Loading/Unloading/Delivery: Labour to load and unload shall be the responsibility of, and at the cost of, the Consignor.

12.2 Reasonable charges may be made by the Carrier in respect of any delays in loading or unloading which is not the fault of the Carrier.

12.3 The Carrier shall be deemed to have delivered the Goods in accordance with this Contract if at the address for delivery he obtains from any person a signed receipt or delivery docket.

12.4 If delivery of the Goods is not taken at the place for delivery, the Carrier may without notice unload the Goods and/or store the Goods in the open or undercover and with or without refrigeration and any such unloading/storage shall be deemed to constitute delivery and thereupon all liability of the Carrier in respect of the Goods shall cease.

13.1 Insurance: If the Consignor is to obtain (or advises that he has obtained) insurance cover in relation to the Goods which extends to cover the Carrier then the Consignor warrants that he will have and will retain that cover and that, save to the extent he may have advised otherwise in writing prior to this Agreement, that cover:

- A. Will extend to protect the Carrier in relation to carriage of the Goods and will do so whether or not any loss or damage is due to fault on the Carrier's part;
- B. Waives any claim by the Insurer against the Carrier for or in relation to payments under the policy.

13.2 The Carrier will effect insurance of the Goods as the Consignor's agent and at the Consignor's expense if the Consignor instructs the Carrier in writing to do so and where the Consignor in doing so does not specify what class of insurance is to be effected the Carrier may effect that class of insurance which the Carrier considers to be the most appropriate for the Goods. Where such insurance is affected after instructions from the Consignor the following exclusions will apply:

- A. All claims resultant from wear, tear, moths, vermin, damp, mildew or loss of market or resultant from loss, damage or expense proximately caused by delay inherent vice or nature, war, strikes, riots, civil commotions or malicious damage of the subject matter insured;
- B. Gradual deterioration, rust and/or oxidation unless due to or consequent upon fire collision overturning or other accident;
- C. Any other exclusion stipulated by the Consignor prior to the insurance being taken out.

14. Time of Essence: Time shall be of the essence with regard to the Consignors performance of its obligations under this Contract.

15.1 Lien: Goods are received and held by the Carrier subject to a general lien for moneys due to the Carrier for carriage and for other proper charges or expenses upon or in connection with the Goods or in connection with any services rendered or accommodation provided by the Carrier to the Consignor.

15.2 Where any lien remains unsatisfied within seven (7) days from the date on which the Carrier gave notice of the exercise of its lien to the Consignor, the Goods may at the Carrier's discretion be sold by public auction or private treaty and the proceeds of sale applied in or toward the satisfaction of every such lien and all proper charges and expenses in relation thereto (including the expenses of the sale) and the Carrier shall account to the Consignor for any surplus.

16.1 Dangerous Goods: If the Carrier accepts dangerous goods for carriage such goods will be accompanied by a full written declaration from the Consignor of their nature and contents and (where applicable) be properly and safely packed by the Consignor in accordance with statutory or other legal obligations applicable to the carriage of those goods. "Dangerous goods" include goods which are liable to become dangerous. The expression includes explosive or inflammable goods and includes goods which may cause damage to other goods or to property of any kind.

16.2 The Consignor shall indemnify the Carrier from and against all loss, damage or injury however caused arising out of the carriage of any dangerous goods, whether declared as such or not and whether or not the Consignor was aware of the nature of the goods.

16.3 The Carrier may (without liability or deduction in fees) destroy or abandon or otherwise deal with dangerous goods if he has reasonable cause to do so. "Reasonable cause" shall be deemed to include the protection of other goods or property including the means of transport of the Goods.

17. Packing/Laws/Excise etc.: The goods are accepted by the Carrier subject to, and the Consignor will comply with, the following conditions:

- A. That the Consignor will ensure that the goods comply with the provisions of any law relating to the nature, condition and packaging of the goods.
- B. That the Consignor will pay or bear the costs of any duty or excise payable in respect of the Goods and will ensure that the Goods comply with the requirements of any authority governing transport over air, highway, port or railways and that any costs so incurred by the Carrier in respect of any duty or excise will be reimbursed by the Consignor.
- C. The Goods are fit for, and properly packed for, carriage.

18. Description: The Consignor warrants that the nature and type of the Goods have been fully and accurately described to the Carrier.

19. Authority etc.:

- A. It is agreed that the person delivering the Goods to the Carrier for carriage is authorised to sign this Agreement for and on behalf of the Consignor.
- B. Insofar as any person besides the Consignor owns or has any other right or interest in the Goods, the Consignor warrants that in agreeing to these conditions he does so not only in his own right but, also, as authorised agent of any such person or persons.

- C. Without prejudice to the generality of the foregoing, the Consignor undertakes to indemnify the Carrier in respect of any liability whatsoever in respect of the Goods to any person (other than the Consignor) who claims to have, who has or who may hereafter have any interest in the Goods or any part thereof.

20.1 Storage: The Consignor acknowledges that the ambit of Clause 6.1 above extends to storage of the Goods.

20.2 At the Carrier's discretion the goods may be stored at any place and at any time and be removed from any place at which they are stored to any other place to be stored.

21. Indemnity: The Consignor will indemnify and save harmless the Carrier from and against:

- A. Any expense, claim, loss or damage arising from loss or damage to property of the Carrier or others arising from or in the course of carriage of the Goods save for normal wear and tear;
- B. Any loss, damage, claim or expense arising from breach of this Agreement by the Consignor or from the Consignor incorrectly describing or advising the weight of goods or from the Consignor unreasonably detaining any property of the Carrier.

22.1 Force Majeure: Where the Carrier is unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Carrier ("force majeure"), to carry out any obligation under this Agreement and the Carrier:

- A. Gives the Consignor prompt notice of such force majeure with reasonably full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- B. Uses all reasonable diligence to negate or remove that force majeure as quickly as possible; that obligation is suspended, so far as it is affected by force majeure, during the continuance thereof.

22.2 The requirement that any force majeure shall be negated or removed with all reasonable diligence shall not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on terms contrary to the wishes of the Carrier.

23. Law: This contract shall be governed by the laws for the time being in force in the State of New South Wales.

24. Jurisdiction: The parties to this Agreement consent to any dispute arising under or out of this Agreement being subject to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

25. Entire Agreement: These terms and conditions together with any printed on the reverse side hereof contain the whole of the agreement between the Consignor and the Carrier in relation to carriage of the Goods and any previous agreements are hereby negated.

26. Representations: The Consignor states that he did not rely on any representation, promise, warranty or condition not expressly made (in writing) part of this Contract.