

TERMS AND CONDITIONS

The following conditions apply to all contracts for cartage of goods or livestock in which TASMANIAN HORSE TRANSPORT Pty Ltd (ABN 42 126 335 297) act as a carrier. If a consignor places goods or livestock with the carrier that shall constitute assent by the consignor to be bound to the conditions herein.

- 1 INTERPRETATION "Goods" shall mean the goods which are subject to the Contract and shall include Livestock of every description and any other incidental items or accessories with them and any person travelling with or attending upon same. "Carriage" shall mean where the context permits, the dispatch, pick up, carriage, transportation, storage, consignment, delivery, agistment, resting, temporary depasturing, livery or any other service performed by the Carrier in relation to the goods. The same meaning shall be attributed to the words "Carry" and "Carried" when used in this context. "In Writing" for the purpose of the Contract shall mean by way of letter, fax or telegram sent to the last known business address of the receiving party. The "Carrier" shall mean Tasmanian Horse Transport Pty Ltd and includes only its servants authorized agents and assigns. The "Sub Contractor" shall include any person, firm or company with whom the Carrier may arrange agistment, livery or storage including the respective railways of any State of the Commonwealth of Australia. The "Consignor" shall mean the person, firm, body or corporation who places an order with the Carrier for the carriage of the goods or places goods or livestock with the Carrier for transportation. Words importing the singular number or plural number when used in the Contract shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.
- 2 RISK OF CARRIAGE: The Carrier is deemed not to be a common carrier for the purpose of this contract and shall not accept liability as such. All goods are carried, transported, stored or agisted at the risk of the Consignor and under no account at the risk of the Carrier. The Carrier accepts no responsibility at law in tort, contract or otherwise for any damage or expense incurred in the course of loading, carriage, delivery, storage, livery or agistment and/or in arising from misdelivery or the failure to delivery. The Consignor further acknowledges that the Carrier shall not be liable for the action or otherwise of a Sub-Contractor employed, appointed or obtained by the Carrier.
- 3 INSURANCE. The Consignor acknowledges that the Carrier shall not be obliged to insure against loss or damage in respect of any specific goods carried by him whether through a Sub-Contractor or not. Further the Carrier accepts no responsibility in respect of loss or damage caused or incurred by a Sub-Contractor of the sail Carrier.
- 4 RIGHT TO REFUSE CARRIAGE. The Carrier reserves the right to refuse the Carriage of Goods for any person, firm, body, corporation or company and the carriage of any class of Goods as its discretion.
- 5 MODE OR CARRIAGE. The Consignor hereby agrees that if the Consignor, his servant, agents or assigns instruct the Carrier to use a particular mode of carriage whether by road, rail, sea or air, the Carrier will give priority to the method or means designated, but if that method or means cannot conveniently be adopted by the Carrier then at the absolute discretion of the Carrier, the Consignor shall be deemed to authorize it to carry or have the goods carried by another method or means.
- 6 CARRIAGE OF GOODS WITH OTHER GOODS/ALTERNATE ROUTE. The Carrier reserves the right at its absolute discretion to carry Goods by any route it thinks fit and either alone or with Goods belonging to any other person, firm, body, corporation or company. The Carrier at its absolute discretion and without assigning any reason therefore, may deviate from or alter, at any time the route chosen by it of the carriage of the goods. The consignor hereby authorizes any deviation(s) or alteration(s) which shall be deemed necessary and reasonable in the circumstances.
- 7 CORRECT ADDRESS. It is the responsibility of the Consignor to give the Carrier the correct address for pick up and for delivery and to arrange for a responsible person to be present at those addresses at the time of pick up and delivery to enable the Carrier to pick up the Goods and make effective delivery of the goods and the Carrier shall not be liable for any delay in onward carriage or delivery of loss or damage resulting from the Consignor's failure to comply with this condition.
- 8 AMENDED ADDRESS. In the event that the Consignor or a representative of the Consignor, subsequent to dispatch of the goods, directs the Carrier to deliver the Goods to an address ("the amended address") which is not the address for delivery originally given to the Carrier by the Consignor (the "Original address"). The Carrier will use its best endeavours to have the goods redirected the amended address HOWEVER the Carrier does not promise that it will be able to redirect the Goods and is not responsible for any delay that may be caused by such redirection. If the Goods cannot be redirected and are delivered to the original address, the Carrier accepts no responsibility for arrange the Carriage of the Goods from the original address to the amended address.
- 9 USE OF SUBCONTRACTOR(S). The Consignor hereby authorizes the Carrier if it should think fit to do so to arrange with a Subcontractor(s) for the carriage of the Goods. Any such arrangements shall be deemed to be authorized by the Consignor upon delivery of the goods to such Subcontractor(s) whether by the Consignor, the Carrier or a Subcontractor, and the Subcontractor who accepts delivery shall here upon be entitled to full benefit of these terms and conditions to the same extent as the Carrier. The Consignor hereby expressly agrees and acknowledges that, in so far as it may be necessary to ensure that such Subcontractor(s) shall be so entitled, the Carrier shall be deemed to enter into this Contract for its own benefit and also as agent for the Subcontractor(s).
- 10 AUTHORITY TO SIGN CONSIGNMENT NOTE. It is agreed that the person delivering any goods to the Carrier is authorized to sign the Consignment Note for the Consignor.
- 11 GOODS ACCEPTED FOR DELIVERY. If the goods are not accepted for delivery when tendered, the Carrier may hold the goods as bailee and shall be entitled to storage fees at normal rates charged by the Carrier ANS as bailee shall not be under any liability for loss or damage of the goods howsoever cause, OR at its discretion, the Carrier may return the goods to the Consignor at the cost and risk of the Consignor.
- 12 PAYMENT. The Consignor (notwithstanding that it may not be the owner of the goods) will be and remain responsible to the Carrier for its proper charges incurred for any reason whatsoever in relation to the Carriage of the Goods unless otherwise stipulated by the Carrier, payment in full of charges due to the Carrier shall be made within seven (7) days of the Consignor's receipt of the Carriers invoice.
- 13 LIEN. If the Consignor fails to pay the charges due under the Contract in the due date or on reasonable demand being made in accordance with this Contract, the Carrier may without formal notice to the Consignor of the person, firm, body, corporation or company to whom the Goods are being delivered pursuant to this Contract, "the Consignee", detail and exercise a lien over or sell and or all Goods which have been consigned by the Consignor or are owned by the Consignor and are in the possession of the Carrier or a Subcontractor and out of the proceeds of such sale retain all charges and expenses so payable and arising from the detention and sale and shall render the surplus, if any of such proceeds and such of the Goods as remain unsold to the Consignor or Consignee, as the Carrier sees fit. Any such sale shall be without prejudice to the right of the Carrier to recover from the person, firm, body, corporation or company liable to pay the same such charges due or payable in respect of such service or the net detention or sale and without prejudice to the Carrier's right to lien over any remaining Goods.
- 14 FORCE MAJEURE. The Carrier shall not be held liable for its failure to comply with any of the terms and conditions of this Contract caused solely by fire, strike, war, insurrection, government restrictions, riots, acts of God, acts of third parties or other caused beyond its control and without its fault HOWEVER is shall use its best endeavours to cure such default and to comply with the terms and conditions of this Contract as Quickly as possible.
- 15 INDEMNITY. The Consignor hereby agrees to indemnify the Carrier in respect of any loss, damage or injury caused to the Carrier or any other person or any property of the Carrier or any other person by the goods during the Carriage thereof and further agrees to indemnify and keep the Carrier indemnified against all damages, actions, claims, suits and demands made by any person in respect of such loss, damage or injury arising from breach of one or both of the warranties contained in clauses concerning ownership or deemed ownership of this Contract.
- 16 WARRANTIES OF CONSIGNOR. The Consignor expressly warrants with the Carrier that the Consignor is wither the owner or agent of the owner or the legal representative of the owner of all Goods and subject matter of Carriage. He further agrees that the delivery charges payable to the Carrier are incurred and considered payable at the unlifting of the Goods concerned and that he is deemed to accept these conditions of Carriage at the commencement of any contract under consideration.
- 17 IMPLIED WARRANTIES. Notwithstanding anything herein contained, the Carrier shall be bound by any implied warranty under the Trade Practices Act (Commonwealth) 1974 or the Fair Trading Act 1990 and similar relevant legislation by only to the extent that such Act is applicable to this Contract and prevents the exclusion, restriction or modification of that warranty and, subject to the exceptions contained under that Act, in such case the liability of the Carriage is limited to the supplying of the services again for the payment of the cost of having their service supplied again, as determined by the Carrier.
- 18 AMENDMENTS TO BE IN WRITING. The Carrier shall not be bound by any agreement purporting to carry these conditions unless such agreement shall be in writing and signed by the Carrier.
- 19 LAW OF THE CONTRACT. The Carrier, Consignor, Sub-Contractor, or any person, firm or company connected to the carriage hereby acknowledges and is deemed to be aware of the conditions irrespective of signing name. The law applicable to any contract of carriage or services shall be that of Tasmania
- 20 PAYMENT OF COSTS. The Consignor agrees to pay upon demand all costs, fees, charges, and disbursements (including Collection Agency commissions and Solicitor/clients costs) incurred by the Carrier in recovering any monies due, all bookings cancelled within 48 hours notice will incur 50% cancellation fee at the carriers discretion.

I: _____

Of: _____

Have read and understood the terms and conditions above and accept these terms and conditions.

Signed: _____ Date: _____

Please sign and return to our office: PO Box 116 Latrobe, Tas 7307 or Fax: 03 6496 1778 or Email: sales@tashorsetransport.com.au