



Bayswater Village LPO, PO Box 2143, Bayswater, VIC 3153  
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www.thefreightdepartment.com.au

## CREDIT APPLICATION FORM

COMPANY NAME

TRADING NAME

ACN  ABN

BUSINESS ADDRESS  P/CODE

POSTAL ADDRESS  P/CODE

BUSINESS TELEPHONE  AFTER HOURS TELEPHONE

MOBILE TELEPHONE  FACSIMILE

WEEKLY EXPENDITURE \$  TYPE OF BUSINESS

AUTHORISING OFFICER  POSITION HELD

EMAIL

ACCOUNTS CONTACT  EMAIL

DESCRIPTION OF RATES & SERVICES  PLUS ADMIN FEE OF \$12.10 PER INVOICE.

### TRADE REFERENCES:

- |    |                      |         |                      |       |                      |     |                      |
|----|----------------------|---------|----------------------|-------|----------------------|-----|----------------------|
| 1) | <input type="text"/> | CONTACT | <input type="text"/> | PHONE | <input type="text"/> | FAX | <input type="text"/> |
| 2) | <input type="text"/> | CONTACT | <input type="text"/> | PHONE | <input type="text"/> | FAX | <input type="text"/> |
| 3) | <input type="text"/> | CONTACT | <input type="text"/> | PHONE | <input type="text"/> | FAX | <input type="text"/> |

BY SIGNING THIS APPLICATION I CONFIRM THAT I HAVE READ AND AGREE TO THE CONDITIONS OF CARRIAGE WHICH ARE SHOWN ON THE FOLLOWING PAGES OF THIS CREDIT APPLICATION AND UNDERTAKE THAT THE ACCOUNTS WILL BE PAID IN FULL 7 DAYS FROM THE DATE OF INVOICE.

AUTHORISED BY  DATE

THE FREIGHT DEPARTMENT REPRESENTATIVE  DATE

WE ARE NOT COMMON CARRIERS - SEE TERMS AND CONDITIONS PAGES 2 - 4 ATTACHED



# Terms and Conditions

- 1) In these Terms and Conditions: "Consignor" shall mean the party so named in the first page of this Agreement and its employees, servants or agents. "Carrier" shall mean The Freight Department Pty Ltd and its employees servants and agents. "Carriage" shall mean and include the whole of the operations and services undertaken by the Carrier in respect of the goods. "Goods" shall mean the cargo accepted from the Consignor together with any container, packaging or pallets supplied by or on behalf of the Consignor. "Subcontractor" shall include any person firm organisation or company who pursuant to a contract or arrangement with any other person (whether or not the Carrier) performs or agrees to perform the carriage or any part thereof.
- 2) This Agreement and any documents referred to herein constitute the whole of the Agreement between the parties and no understanding, arrangement or provision not expressly set forth herein shall be binding upon the parties.
- 3) No variation, modification or alteration of any of the terms of this Agreement shall be of any effect unless evidenced in writing and executed by each of the parties. In the case of the Carrier, the variation, modification or alteration of any of the terms of this Agreement must be executed by an executive officer of the Carrier.
- 4) The failure of either party at any time to enforce any of the terms or provisions of this Agreement or to exercise any right hereunder shall not constitute a waiver of the same or affect the party's right thereafter to enforce the same.
- 5) If any provision or part of a provision of this Agreement should be held unenforceable or in conflict with the law of any relevant jurisdiction, any part so held unenforceable or invalid shall be read down to the minimum extent necessary to render it enforceable and valid, and if incapable of being read down, it shall be severed from the remainder of the Contract which shall not be effected by such severance and all other provisions shall remain in force.
- 6) The Carrier is not a common carrier and will accept no liability as such. All goods are carried or transported and all storage and other services are performed by the Carrier at the Consignor's risk and subject only to these conditions.
- 7) Any quotations supplied by the Carrier to the Consignor are valid for a period of 7 days unless expressly stated otherwise, and are based upon the information and measurements supplied by the Consignor. In the event that the information and/or measurements supplied are incorrect, the Consignor will be liable to pay additional fees and charges in relation to that consignment.
- 8) The parties here to agree that the Company may in its absolute discretion charge a fuel levy in addition to its cartage fees and charges, and further agree that the Company may in its absolute discretion vary the amount of the fuel levy from time to time.
- 9) Save where otherwise provided in this Agreement, the Carrier shall not be responsible, in tort or contract or 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, or for any consequential loss arising therefrom for any reason whatsoever including without limiting the foregoing the negligence or breach of contract or wilful act or default of the Carrier or others and this clause shall apply to all such loss of or damage to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods or for any consequential loss arising therefrom as aforesaid whether or not in the same occurs in the course of performance by or on behalf of the Carrier of the contract or in events which are in the contemplation of the Carrier and/or the Consignor or in events which are foreseeable by them or either of them or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term hereof.
- 10) Notwithstanding anything herein contained the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) or the Fair Trading Act 1999 (as amended) if and to the extent that the said Acts are applicable to this contract and prevent the exclusion, restriction or modification of any such warranty.
- 11) To the extent permitted by law, liability under any condition or warranty which cannot legally be excluded is limited to, in the case of Goods, the replacement, repair or re-supply of the Goods or the payment of the cost of replacing, repairing or resupplying the Goods and in the case of services supplying these services again or paying the cost of having the services supplied again.
- 12) The aggregate liability of the Carrier to the Consignor (whether in contract, tort, under statute or in any other way and whether due to the negligence, wilful or deliberate breach of any other cause) under or in relation to this Contract or in relation to any act, omission or event relating to or arising out of this Contract in relation to or arising out of all acts, omissions or events occurring:
  - (a) in any 12 month period ending on the day before the anniversary of the date of this Contract or;
  - (b) in any period of less than 12 months from the date of this Contract or an anniversary of the Contract to the termination or expiration of this Contract, shall not, in any circumstances exceed \$500.00.
- 13) The Carrier shall not be liable to the Consignor for any loss or damage caused as a result of an act of God, war, riot, insurrection, vandalism, sabotage, strike, lockout, ban or other industrial dispute or disturbance, any law, rule or regulation of any government or governmental agency and executive, administrative order or act of general or particular application which is unforeseen and beyond the control of the Carrier and occurs without the fault or negligence of the Carrier.
- 14) The Carrier reserves the right to refuse carriage of goods for any person, corporation or company and the carriage of any class of goods at its discretion.
- 15) The Carrier's charges shall be deemed fully earned as soon as the goods are loaded and dispatched from the Consignor's premises and shall be payable and non-refundable in any event.
- 16) The Consignor shall pay all fees and charges due to the Carrier by the Consignor pursuant to this Agreement to the Carrier within 7 days of the date of the Carrier's Tax Invoice.

**SIGNATURE CONFIRMING ACCEPTANCE OF THESE TERMS AND CONDITIONS**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



- 17) If the Consignor fails to comply with clause 16 hereof, all monies owing by the Consignor to the Carrier shall immediately become due and payable upon the Carrier supplying the Consignor with a valid Tax Invoice in relation thereto.
- 18) All outstanding monies that are due to the Carrier by the Consignor pursuant to this Agreement shall bear interest on daily balances from their due date until paid at the rate of 15% per annum. In addition, the Consignor shall also pay to the Carrier any legal costs incurred by the Carrier as a result of the Consignor's default in payment, calculated on a Solicitor Client basis.
- 19) The Consignor will be and will 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 five 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 goods shall be the responsibility and expense of the Consignor or consignee.
- 20) The Carrier is not obliged to supply the Consignor with proof of delivery of goods and the Consignor shall not withhold or setoff payment to the Carrier as a result.
- 21) The Carrier accepts no responsibility whatsoever for the loss of or damage to the Consignor's pallets nor does the Carrier accept any responsibility for the return of the pallets or equivalent numbers of pallets to the Consignor unless the Consignor books the return of any such pallets as a separate job. The Consignor shall indemnify and keep indemnified the Carrier from any loss or damage however caused (whether by negligence of the Carrier or any person or otherwise) arising out of or in relation to lost or damaged pallets.
- 21) It is agreed that the person delivering the goods to the Carrier for carriage or forwarding is authorised to sign the consignment note for the Consignor.
- 22) The Consignor warrants that in entering this Agreement, the Consignor is, or has the authority of, the person or persons owning or having an interest in the goods or any part thereof. Without prejudice to the generality of the foregoing, the Consignor hereby indemnifies the Carrier in respect of any liability whatsoever in relation to the goods or the carriage of the goods (including, without limiting the generality of the foregoing, any claims for loss of or damage to the goods, or for misuse, detention or wrongful possession of the goods) to any person (other than the Consignor) who has or claims to have an interest in the goods or any part thereof.
- 23) The Carrier and any Subcontractor shall be entitled to subcontract on any terms the whole or any part of the carriage.
- 24) The Consignor undertakes that no claim or allegation shall be made, whether by the Consignor or any other person, who is or may hereafter be interested in the goods, against any other person (other than the Carrier) by whom, (whether as Subcontractor, principal, employer, servant, agent or otherwise) the carriage or any part thereof is performed or undertaken which imposes or attempts to impose upon such person any liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person and if such claim or allegation should nevertheless be made to indemnify the Carrier and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose 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 this extent be or be deemed to be parties to this contract.
- 25) Every exemption, limitation condition and liberty herein contained and every right, exemption from liability, defence and maturity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect.
  - a) all Subcontractors;
  - b) every servant or agent of the Carrier or of any Subcontractor;
  - c) every other person (other than the carrier) by whom the cartage or any part thereof is performed or undertaken; and
  - 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; and for the purpose 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 this extent be or be deemed to be parties to this contract.
- 26) The Consignor shall insure the goods to their full replacement value and the Carrier will not effect any insurance whatsoever unless the parties otherwise expressly agree in writing.
- 27) If the Consignor expressly or impliedly instructs the Carrier to use, or it is expressly or impliedly agreed that the Carrier will use, a particular method of handling or storing the goods or a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier, the Consignor hereby authorises the Carrier, in the Carrier's absolute discretion, to handle or store or to carry or to have the goods carried by another method or methods.
- 28) The Consignor hereby authorises any deviation from the usual route or manner of carriage of goods that may in the absolute discretion of the carrier be deemed desirable or necessary in the circumstances.
- 29) The Carrier is authorised to deliver the goods at the address nominated to the carrier by the consignor for that purpose and without prejudice to the foregoing it is expressly agreed that the Carrier shall be conclusively presumed to have delivered the goods in accordance with this contract if at that address he obtains from any person a receipt or signed delivery docket for the goods.
- 30) If the nominated place of delivery should be unattended or if delivery cannot otherwise be completed by the Carrier, the Carrier may at its option deposit the goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the goods and if the goods are stored by the Carrier indemnify the Carrier for all costs and expense incurred in or about such storage. In the event that the goods are stored by the Carrier the Carrier shall be at liberty to redeliver them to the Consignor from the place of storage at the Consignor's expense.
- 31) Notwithstanding anything herein contained the Consignor, its servants or agents shall not for a period of three months from the date of the cessation of the use of the Carrier services, without the written consent of the Carrier, directly or indirectly engage employ or carry on business with any Sub-contractor, contractor agent or employee engaged or employed by the Carrier in relation to the carriage of goods for the Consignor during the course of this Agreement. In the event that the Consignor breaches this condition the parties agree that the Carrier's damages will be an amount equivalent to the profit made by the Carrier during the period of 3 months immediately prior to the date of the cessation of the use of the Carrier services.

**SIGNATURE CONFIRMING ACCEPTANCE OF THESE TERMS AND CONDITIONS**

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Name: \_\_\_\_\_  
Date: \_\_\_\_\_



- 32) The Carrier shall have a lien on the goods and on any documents supplied by the Consignor relating to the goods and on any other goods of the Consignor in the possession of the carrier or any documents relating thereto for all sums payable by the Consignor to the Carrier and for that purpose, without prejudice to any of the Carrier's other rights, if the Consignor is in default of the terms and conditions of this Agreement the Carrier may without further notice to the Consignor detain, open any package and sell all or any of the goods of the Consignor by public auction or private treaty as the Carrier thinks fit to apply the proceeds to discharge the lien.
- 33) The Consignor shall not tender for carriage any volatile spirits or explosive goods or goods which may become dangerous, inflammable, noxious or offensive (including radioactive materials) or which are or may become liable to damage any property whatsoever ("dangerous goods") without first presenting to the Carrier in writing a full description disclosing the nature of such goods. The Carrier shall be entitled to refuse carriage of the dangerous goods or to impose such fees and conditions upon the carriage of the dangerous goods as the Carrier deems fit. In any event, the Consignor shall be liable for all loss and damage whatsoever that may be caused by the dangerous goods to the Carrier or to any third parties whatsoever and moreover if in the opinion of the Carrier the goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the Carrier at the Consignor's cost and without compensation to the Consignor and without prejudice to the Carrier's right to any charges hereunder.
- 34) The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or carriage of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and hereby indemnifies the Carrier for any liability whatsoever as a result of or arising out of the Consignor's failure to comply with each of these warranties.
- 35) It is agreed that the Consignor shall be responsible for the conformity of any containers, packaging, or pallets with any requirements of the consignee and for any expense incurred by the Carrier arising from any failure to so conform.
- 35) No claim in respect of damage to or loss of the goods or any part thereof may be made unless the Consignor lodges a claim for such loss or damage in writing at the office of the Carrier within seven (7) days after delivery of the goods was effected or would in the ordinary course of business delivery have been effected.
- 36) Any claim other than a claim in respect of damage to or loss of the goods or any part thereof must be made in writing at the office of the Carrier within seven (7) days of the date that the Consignor receives the invoice for the services to which such claim relates.
- 37) Notwithstanding any other provision hereof, the Carrier shall in any event be discharged from all liability whatsoever in respect of loss of or damage to the goods or in relation to the Carrier's fees and charges for the carriage of the goods unless suit is brought within six months from the date of delivery of the goods or from the date on which in the ordinary course of business delivery would have been effected.
- 38) All goods received by the Carrier for carriage, forwarding or storage are accepted subject to the condition that the Carrier will accept no responsibility for the collection of cash on delivery or any other payments on behalf of the Consignor or any other person. When goods are tendered by any person with instructions for the Carrier to collect such payments the Carrier shall not be bound by such instructions notwithstanding that the Carrier may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to these goods.
- 39) It is expressly agreed that all the rights, immunities and limitations of liability granted to the Carrier by the provisions set forth in these terms and conditions shall continue to have their full force and effect in all circumstances and not withstanding any breach of the contract or any of the conditions hereof by the Carrier or any other person entitled to the benefit of such provisions.
- 40) Where goods are accepted for forwarding by rail to an address in a town or other place where the Carrier has no receiving depot the goods will be deemed duly delivered according to this contract if they are delivered to the nearest railhead.
- 41) Where the goods are carried on any sea going vessel the carriage is subject to the terms and conditions of such shipowners bill of lading in use at the time of the shipment and in no circumstances shall the Carrier be liable for loss or damage howsoever occasioned, including any consequential loss, while the goods are in the care custody or control of such shipowner.
- 42) For the purposes of this clause, "GST" means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (as amended)(the GST Act"). Expressions set out in italics bear the same meaning as those expressions in the GST Act.
- (a) Each amount, of whatever description, specified as payable under this Agreement is expressed net of GST unless stated otherwise. In addition to the amount payable, the person making the payment must pay on demand the GST payable by the recipient of the payment in respect of that amount.
- (b) A party's right to payment under sub-clause (a) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- 43) For the purposes of assessing the credit worthiness of the Consignor from the time to time and the collection of payments, the Consignor hereby irrevocably authorises the Carrier to make such enquiries as it deems necessary, including, but not limited to making enquiries for obtaining reports (as may be allowed by law) from persons nominated by the Consignor as trade referees, the Customer's creditors, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies (hereinafter called "the Information Reporters") and the Consignor agrees and consents to the Information Reporters providing to the Carrier such information, and to the Carrier disclosing the contents of any credit report or personal information to a credit reporting agency for the purpose of the credit reporting agency creating or adding to a credit information file in the relation to the Consignor.
- 44) This Agreement shall be governed by and construed in accordance with the laws in force in Victoria and the parties hereto submit to the non-exclusive jurisdiction of the courts of the State of Victoria in respect of any proceedings in connection with this Agreement.

**SIGNATURE CONFIRMING ACCEPTANCE OF THESE TERMS AND CONDITIONS**

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_