

Big Chief Heavy Haulage Pty Ltd
A.C.N. 159 572 148
Lot 101 Port Wakefield Road,
Waterloo Corner, SA 5110
Phone: 08 8256 6060
Email: reception@bigchiefhh.com.au



TERMS & CONDITIONS

1. DEFINITIONS

"Consignor" means and includes the person or entity who engages the Carrier to carry the Goods;
"Carriage" means and includes any carrying or other work performed by the Carrier or agreed to be performed by the Carrier in relation to the Goods;
"Carrier" means Big Chief Heavy Haulage Pty Ltd (A.C.N. 159 572 148) or its controlled entities, or otherwise its servants, agents, contractors and assigns;
"Goods" means goods of any type or description whatsoever whether originally contracted for, substituted for or added to the original contract be they declared or not.

2. CONSTRUCTION

In this document, unless the context otherwise requires;

- (a) Words importing:
 - i) the singular includes the plural and visa versa;
 - ii) any gender includes the other gender;
- (b) An obligation of two (2) or more parties shall bind them jointly and severally;
- (c) If a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - i) a person includes any natural person, firm, corporation, government, statutory body, trust or partnership (whether or not having separate legal personality);
 - ii) a person includes the legal representatives, successors and assigns of that person;
 - iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

3. NEGATION OF LIABILITY AS A COMMON CARRIER

The Carrier is not a common carrier and does not undertake the obligations or liability of a common carrier. The Carrier reserves the right to refuse the Carriage of Goods for or from any person, business or corporate entity, at its discretion.

4. EXCLUDED LIABILITY

The Carrier does not accept liability for any claims, demands, damage, injury, delay, loss, mis-delivery or failure to deliver arising out of the Carriage or storage of Goods, from the Consignor or any other party whether due to negligence or misconduct by the Carrier or any third-party contractors engaged by the Carrier. The Carrier shall not be further liable for acts of the Consignor; acts of God; acts of third party contractors; war (declared or undeclared); strikes, riots, civil disturbances or unrest; destruction of plant or facilities; or other causes similar of dissimilar beyond the reasonable control of the Carrier.

5. INDEMNITY BY CONSIGNOR

The Consignor indemnifies the Carrier and shall keep it indemnified in respect of any liability to any person for any loss of or damage whatsoever to property, any personal injury or death, or any delay or loss of any nature arising out of or incidental to the Carriage or any services thereto caused by any act, error or omission by the Consignor.

6. ENTIRE CONTRACT

The Goods shall be carried and the Carriage shall be performed subject only to these terms and conditions and any terms, conditions or warranties implied by statute which cannot be excluded.

7. INSURANCE

Unless expressly agreed in writing or required by legislation, all goods at all times shall be at the risk of the Consignor and the Consignor is responsible to insure their goods against any and all loss. The Carrier does not accept liability for any insurable loss of any kind.

8. DANGEROUS GOODS

The Consignor shall not tender for Carriage any volatile or explosive materials which are or may become dangerous, inflammable or offensive (including radioactive material) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such Goods and in any event shall be liable for all loss and damage caused thereby and 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 without compensation to the Consignor and without prejudice to the Carrier's right to any charges hereunder.

The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or cartage of the Goods and that the Goods are placed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and hereby indemnifies the Carrier and keep the Carrier indemnified for any liability whatsoever as a result of or arising out of the Consignor's failure to comply with each of these warranties.

9. CONTRACTORS

The Carrier at its sole discretion may engage third party contractors to perform all or any part of the delivery contract. Unless specifically agreed in writing the Carrier at its discretion may adopt any method of delivery in the normal course of delivery. In the event that a third-party contractor is engaged by the Carrier, that contractor is authorised to sign any document relating to the consignment of the goods on behalf of the Consignor.

10. LIENS AND WITHDRAWAL OF CARRIAGE

The Carrier retains a general lien on the Goods and any other goods of the Consignor which are in the possession of the Carrier for all fees and charges presently due or which may become due to the Carrier by the Consignor. If the lien is not satisfied, the Carrier may at its discretion and without further notice sell such Goods or part thereof by public auction or private treaty and upon such terms as it shall think fit and apply the proceeds in or towards the discharge of the lien and all costs arising from such sale without being liable for any consequential loss or damage. The Carrier reserves the right to suspend the Carriage or decline the Carriage should the Consignor be in breach of these terms and conditions.

11. WARRANTIES AND UNDERTAKINGS OF THE CONSIGNOR

- a) The Consignor agrees that the person presenting goods for delivery to the Carrier is authorised to act for the Consignor and sign any documentation required by the Carrier.
- b) The Consignor shall immediately advise the Carrier of any matter that may render or cause the delivery of the Consignor's Goods, injury, loss or damage to the Carrier, its employees, agents, contractors or third parties or third-party property.
- c) The Consignor warrants that the Goods being consigned are packed in a manner that is safe and suitable for carriage by any method adopted by the Carrier and that the goods will not present any danger to the Carrier, its employees, agents, contractors or third parties or third-party property.
- d) The Consignor warrants that the carriage of its Goods does not breach any statutory law, rule or regulation and that the Consignor has complied with all applicable laws concerning the consignment of its goods.
- e) The Consignor agrees to pay the Carrier its fees and charges in accordance with its payment terms without abatement.
- f) The Consignor will advise its full contact details to the Carrier and, further, the Consignor will immediately advise the Carrier of any change to its contact details. The Consignor will promptly respond to all communications from the Carrier.

12. WARRANTIES OF CARRIER

Subject to the exclusions herein, the Carrier will endeavour to deliver the consignment, to the address and to the party specified by the Consignor, within the time specified.

13. GUARANTEE

Should the Consignor be a company, the directors agree to be personally liable for any breach of these conditions and shall also be personally liable for payment of all fees and charges arising out of the performance by the Carrier of its delivery agreement with the Consignor and is subject to any exclusions contained herein.

14. PRIVACY

The Consignor agrees to the Carrier collecting, using and disclosing personal information about the Consignor for various purposes, including to:

- (a) assess creditworthiness of the Consignor;
- (b) supply services to the Consignor and the management of the Consignor's account;
- (c) communicate to the Consignor about the services which the Carrier or its subcontractors or affiliates may provide to the Consignor;
- (d) implement these terms and conditions; and

(e) comply with relevant laws.

The Carrier will handle the Consignor's personal information in accordance with relevant laws

15. PROVISIONS SEVERABLE

If any part of these terms and conditions is or becomes void or unenforceable then that part shall be severed from these terms and conditions to the extent that all parts that shall not become unenforceable shall remain in full force and effect and shall be unaffected by any severance.

16. GOVERNING LAWS

These terms and conditions shall be subject to and construed in accordance with the laws of South Australia and the South Australian Courts will have non-exclusive jurisdiction to determine any matters arising in connection with these terms and conditions.

17. VARIATION OF TERMS AND CONDITIONS

No amendment to these terms and conditions shall be valid unless agreed in writing by both the Carrier and the Consignor.