

CRISIS

WE ARE NOT COMMON CARRIERS PLEASE READ CONDITIONS BELOW

CONDITIONS OF CONTRACT

1. In these conditions – “Carrier” shall mean the Company, the name of which appears on the face of this document its employees, agents, independent contractors or sub-contractors. “Sub-contractor” shall mean and include: - (i) All companies which are now subsidiaries of the Carrier within the meaning of that expression as defined in Section 7 of the Companies (NSW) Code, 1981 as amended: (ii) Railways operated by the Commonwealth of Australia or any State: (iii) Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract; and (iv) Any person who is now or hereafter an employee, agent, independent contractor of sub-contractor of any of the persons referred to in (i), (ii) and (iii) above.
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 to carry or transport for any person corporation or company and or carry 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 sub-contractor for the carriage of any goods 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. In so far as it may be so entitled the Carrier, shall be deemed to enter into this contract for its own benefit and also as an agent for any sub-contractor referred to in 3 above.
4. 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 to handle or store or to carry or have the goods carried by another method or methods.
5. The goods are at the risk of the Consignor and not of the Carrier and unless expressly agreed in writing 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 for any reason whatsoever including without limiting the foregoing the negligence 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 misdelivery or failure to deliver or delay in the delivery of goods as aforesaid, whether or not the same occurs in the course of the performance by the Carrier of the contract or in the 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 would constitute a fundamental breach of contract or a breach of a fundamental term thereof.
6. 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 that address he obtains from any person a receipt or signed delivery docket for the goods.

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North Sydney NSW 2060

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T&C 09-MAR-23

Correspondence
PO Box 37

Crows Nest 2065

Member

MCAA
MESSENGER COURIER
ASSOCIATION OF THE AMERICAS


Quality System™
Quality
Endorsed
Company

CRISIS

7. The Carrier will affect insurance of goods as the Consignor's agent and at the Consignor's expense if the Consignor instructs the Carrier in writing to do so but only in that event.
8. No claim for loss or damage will be entertained until all transportation and other charges (including GST) have been paid. The amount of any such claim may not be deducted from any transportation charges owed to Crisis Couriers.
9. 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.
10. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract of cartage and by entering into 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.
11. Without derogating from clause 5 above it is expressly agreed that all the rights, immunity, exemptions from and limitation of liability granted to the Carrier by the provisions set forth in the above conditions of contract shall have an continue to have their full force and effect in all circumstances whether or not the same occur in the course of performance by the Carrier of the contract or are in the contemplation of the Carrier and/or the Consignor or are foreseeable by them or either of them or would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
12. The Consignor hereby authorises any deviation from the usual route or manner of cartage of goods or storage of goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.
13. The Carrier's charges shall be considered earned as soon as the goods are loaded and dispatched from the Consignor's premises. The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason.
14. Accounts are payable within 14 days of issue. The Consignor agrees that in the event that accounts are not paid within the said period, interest shall accrue and be payable on any amount due at the rate prescribed under the District Court Act and Rules on current unpaid judgement debts and such interest shall accrue from the date of the account.

TERMS OF TRADE STRICTLY NET 14 DAYS

Overdue accounts will be subject to an interest charge – see condition 14

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