

**Deliver Group Pty Ltd – Terms & Conditions of Storage, Handling and Cartage**

1	Definitions
1.1	“Deliver” shall mean Deliver Group Pty Ltd T/A Deliver.com.au and its successors and assigns or any person acting on behalf of and with the authority of Deliver Group Pty Ltd T/A Deliver.com.au.
1.2	“Sub-Contractor” shall mean and include:
(a)	railways or airways operated by the Commonwealth or any state or any other country or by any corporation; or
(b)	any other person, firm or Deliver with whom Deliver may arrange for the carriage or storage of any Goods the subject of the contract; or
(c)	any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in clause 1.2(a) and 1.2(b).
1.3	“Customer” shall mean the Customer or any person or persons acting on behalf of and with the authority of the Customer. Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
1.4	“Consignee” shall mean the person to whom the Goods are to be delivered by way of Deliver’s Services.
1.5	“Guarantor” means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.
1.6	“Goods” shall mean cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of Deliver’s Services, or for storage by Deliver.
1.7	“Services” shall mean all services supplied by Deliver to the Customer and are as described on the quotations, invoices, consignment note, airway bills, manifests, sales order or any other forms as provided by Deliver to the Customer and includes any advice or recommendations.
1.8	“Price” shall mean the cost of the Services as agreed between Deliver and the Customer subject to clause 4 of this contract.
2	Acceptance
2.1	Any instructions received by Deliver from the Customer for the supply of Services shall constitute acceptance of the terms and conditions contained herein.
2.2	Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of Deliver.
2.3	These terms and conditions are to be read in conjunction with Deliver’s quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by Deliver to the Customer. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.
2.4	The Customer shall give Deliver not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer’s name and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by Deliver as a result of the Customer’s failure to comply with this clause.
3	Price And Payment
3.1	At Deliver’s sole discretion the Price shall be either;
(a)	as indicated on invoices provided by Deliver to the Customer in respect of Services supplied; or
(b)	Deliver’s quoted Price (subject to clause 4.2 & 4.3) which shall be binding upon Deliver provided that the Customer shall accept in writing Deliver’s quotation within thirty (30) days.
3.2	Deliver may by giving notice to the Customer increase the Price of the Services to reflect any increase in the cost to Deliver beyond the reasonable control of Deliver (including, without limitation, foreign exchange fluctuations, or increases in taxes or customs duties or insurance premiums or warehousing costs).
3.3	The Carrier may charge freight by weight, measurement or value, and may at any time re-weigh, or revalue or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional freight accordingly.
3.4	Time for payment for the Services shall be of the essence and will be stated on the invoice, consignment note, airway bills, manifests or any other forms. If no time is stated then payment shall be due fourteen (14) days following the date of the invoice.
3.5	At Deliver’s sole discretion;
(a)	payment shall be due on delivery of the Goods, or
(b)	payment for approved Customers shall be made by instalments in accordance with Deliver’s payment schedule.
3.6	Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two and one half percent (2.5%) of the Price), or by direct credit, or by any other method as agreed to between the Customer and Deliver.
3.7	GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
4	Deliver Not Common Carrier
4.1	Deliver 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 Deliver subject only to these conditions and Deliver reserves the right to refuse the carriage or transport of articles for any person, corporation or body, and the carriage or transport of any class of articles at its discretion.

5	Customer-Packed Containers
5.1	If a container has not been stowed by or on behalf of Deliver shall not be liable for loss of or damage to the Goods caused by:
	(a) the manner in which the container has been stowed; or
	(b) the unsuitability of the Goods for carriage or storage in containers; or
	(c) the unsuitability or defective condition of the container.
6	Nomination Of Sub-Contractor
6.1	The Customer hereby authorises Deliver (if it should think fit to do so) to arrange with a Sub-Contractor for the carriage of any Goods that are the subject of the contract. Any such arrangement shall be deemed to be ratified by the Customer upon delivery of the said Goods to such Sub-Contractor, who shall there upon be entitled to the full benefit of these terms and conditions to the same extent as Deliver. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled Deliver shall be deemed to enter into this contract for its own benefit and also as agent for the Sub-Contractor.
	In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled Deliver shall be deemed to enter into this contract for its own benefit and also as agent for the Sub-Contractor.
7	<b>Deliver's Servants or Agents</b>
7.1	The Customer undertakes that no claim or allegation shall be made against any servant or agent of Deliver which attempts to impose upon any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify Deliver and any such servant or agent against all consequences thereof.
8	Method Of Transport
8.1	If the Customer instructs Deliver to use a particular method of carriage whether by road, rail, sea or air Deliver will give priority to the method designated but if that method cannot conveniently be adopted by Deliver the Customer shall be deemed to authorise Deliver to carry or have the Goods carried by another method or methods.
9	Route Deviation
9.1	The Customer shall be deemed to authorise any deviation from the usual route or manner of carriage of Goods that may in the absolute discretion of Deliver be deemed reasonable or necessary in the circumstances.
10	Charges Earned
10.1	Deliver's charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and despatched from the Customer's premises.
11	Demurrage
11.1	The Customer will be and shall remain responsible to Deliver for all its proper charges incurred for any reason. A charge may be made by Deliver in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of Deliver. Such permissible delay period shall commence upon Deliver reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Customer or Consignee.
12	Dangerous Goods
12.1	Unless otherwise agreed in advance in writing with Deliver the Customer or his authorised agent shall not tender for carriage or for storage any explosive, inflammable or otherwise Dangerous Goods. The Customer shall be liable for and hereby indemnifies Deliver for all loss or damage whatsoever caused by any Dangerous Goods.
13	Consignment Note
13.1	It is agreed that the person delivering any Goods to Deliver for carriage or forwarding is authorised to sign the consignment note for the Customer.
14	<b>Customer's Responsibility</b>
14.1	The Customer expressly warrants to Deliver that the Customer is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this contract of cartage and/or storage and by entering into this contract the Customer accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Customer is acting.
15	Delivery
15.1	Deliver is authorised to deliver the Goods at the address given to Deliver by the Customer for that purpose and it is expressly agreed that Deliver shall be taken to have delivered the Goods in accordance with this contract if at that address Deliver obtains from any person a receipt or a signed delivery docket for the Goods.
15.2	Deliver may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract.
15.3	Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery for the purposes of this agreement.
15.4	It is the Customer's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery.
15.5	The failure of Deliver to deliver shall not entitle either party to treat this contract as repudiated.
16	Loss Or Damage
16.1	Subject to any statutory provisions imposing liability in respect of the loss of or damage to the Goods (including but not limited to chilled, frozen, refrigerated or perishable Goods):

(a)	Deliver shall not be under any liability for any damage to, loss, deterioration, mis-delivery, delay in delivery or non-delivery of the Goods (whether the Goods are or have been in the possession of Deliver or not) nor for any instructions, advice, information or service given or provided to any person,
(b)	whether in respect of the Goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and
(c)	the Customer will indemnify Deliver against all claims of any kind whatsoever, howsoever caused or arising brought by any person in connection with any matter or thing done, said or omitted by Deliver in connection with the Goods.
17	Insurance
17.1	The Customer acknowledges that:
(a)	the Goods are carried and stored at the Customer's sole risk and not at the risk of Deliver; and
(b)	Deliver is under no obligation to arrange insurance of the Goods and it remains the Customer's responsibility to ensure that the Goods are insured adequately or at all; and
(c)	under no circumstances will Deliver be under any liability with respect to the arranging of any such insurance and no claim will be made against Deliver for failure to arrange or ensure that the Goods are insured adequately or at all.
18	The Commonwealth Trade Practices Act 1974 and Fair Trading Acts
18.1	Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Group, except to the extent permitted by those Acts where applicable.
18.2	Liability of Deliver arising out of any one incident whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these terms and conditions by the Trade Practices Act 1974 or howsoever arising, is limited to any of the following as determined by Deliver;
(a)	the supplying of the Services again; or
(b)	the payment of the cost of having the Services supplied again; or
(c)	where the Customer is a consumer as defined in the Trade Practices Act 1974 then the client shall also be entitled to a refund.
19	Default & Consequences Of Default
19.1	Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 3.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
19.2	If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Deliver from and against all costs and disbursements incurred by Deliver in pursuing the debt including legal costs on a solicitor and own client basis and Deliver's collection agency costs.
19.3	Without prejudice to any other remedies Deliver may have, if at any time the Customer is in breach of any obligation (including those relating to payment), Deliver may suspend or terminate the supply of Services to the Customer and any of its other obligations under the terms and conditions. Deliver will not be liable to the Customer for any loss or damage the Customer suffers because Deliver exercised its rights under this clause.
19.4	If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
19.5	Without prejudice to Deliver's other remedies at law Deliver shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to Deliver shall, whether or not due for payment, become immediately payable in the event that:
(a)	any money payable to Deliver becomes overdue, or in Deliver's opinion the Customer will be unable to meet its payments as they fall due; or
(b)	the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(c)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
20	<b>Unpaid Deliver's Rights to Dispose of Goods</b>
20.1	Deliver shall have a lien on any Goods (and any documents relating to those Goods) in the possession or control of Deliver for all sums payable by the Customer to Deliver, and Deliver shall have the right to sell such Goods or cargo by public auction or private treaty after giving notice to the Customer. Deliver shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods or cargo, from the proceeds of sale and shall render any surplus to the entitled person.
21	Security And Charge
21.1	Despite anything to the contrary contained herein or any other rights which Deliver may have howsoever:
(a)	where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Deliver's nominee to secure
(b)	all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Deliver (or Deliver's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
(c)	should Deliver elect to proceed in any manner in accordance with this clause and/or its subclauses, the Customer and/or Guarantor shall indemnify Deliver from and against all Deliver's costs and disbursements including legal costs on a solicitor and own client basis.
(d)	the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Deliver or Deliver's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 21.1.
22	Privacy Act 1988
22.1	The Customer and/or the Guarantor/s agree for Deliver to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by Deliver.

22.2	The Customer and/or the Guarantor/s agree that Deliver may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
(a)	to assess an application by Customer; and/or
(b)	to notify other credit providers of a default by the Customer; and/or
(c)	to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
(d)	to assess the credit worthiness of Customer and/or Guarantor/s.
22.3	The Customer consents to Deliver being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
22.4	The Customer agrees that personal credit information provided may be used and retained by Deliver for the following purposes and for other purposes as shall be agreed between the Customer and Deliver or required by law from time to time:
(a)	provision of Services; and/or
(b)	marketing of Services by Deliver, its agents or distributors in relation to the Services; and/or
(c)	analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services; and/or
(d)	processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
(e)	enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services.
22.5	Deliver may give information about the Customer to a credit reporting agency for the following purposes:
(a)	to obtain a consumer credit report about the Customer; and/or
(b)	allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
23	<b>Cancellation</b>
23.1	Deliver may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer.
23.2	Infrastructure warehousing customers with dedicated leases (property & MHE) and employees must provide Deliver with at least a 12 months notice period in order to offset associated liabilities, or otherwise by mutual agreement.
23.3	In the event that the Customer cancels delivery or storage of Goods the Customer shall be liable for any loss incurred by Deliver (including, but not limited to, any loss of profits) up to the time of cancellation.
24	<b>General</b>
24.1	If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
24.2	These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
24.3	The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by Deliver.
24.4	Deliver reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Deliver notifies the Customer of such change.
24.5	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
24.6	The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the Customer, the owner or any other person having an interest in the Goods and purporting to have a contractual effect.
24.7	The failure by Deliver to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Deliver's right to subsequently enforce that provision.

#### Deliver Group Pty Ltd T/A Deliver.com.au – Privacy Policy

"Deliver" shall mean Deliver Group Pty Ltd T/A Deliver.com.au and its successors and assigns or any person acting on behalf of and with the authority of Deliver Group Pty Ltd T/A Deliver.com.au.

##### Deliver Privacy Policy

Deliver is committed to providing you with the best possible customer service experience. Deliver is bound by the Privacy Act 1988 (Crh), which sets out a number of principles concerning the privacy of individuals.

##### Collection of your personal information

There are many aspects of the site which can be viewed without providing personal information, however, for access to future Deliver customer support features you are required to submit personally identifiable information. This may include but not limited to a unique username and password, or provide sensitive information in the recovery of your lost password.

##### Sharing of your personal information.

We may occasionally hire other companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or customer freight shipping. Those companies will be permitted to obtain only the personal information they need to deliver the service. Deliver takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.

##### Use of your personal information

For each visitor to reach the site, we expressly collect the following non-personally identifiable information, including but not limited to browser type, version and language, operating system, pages viewed while browsing the Site, page access times and referring website address.

This collected information is used solely internally for the purpose of gauging visitor traffic, trends and delivering personalized content to you while you are at this Site.

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will use for these new purposes only, data collected from the time of the policy change forward will adhere to our updated practices.

#### Changes to this Privacy Policy

Deliver reserves the right to make amendments to this Privacy Policy at any time. If you have objections to the Privacy Policy, you should not access or use the Site.

#### Accessing Your Personal Information

You have a right to access your personal information, subject to exceptions allowed by law. If you would like to do so, please let us know. You may be required to put your request in writing for security reasons. Deliver reserves the right to charge a fee for searching for, and providing access to, your information on a per request basis.

#### Contacting us

Deliver welcomes your comments regarding this Privacy Policy. If you have any questions about this Privacy Policy and would like further information, please contact us by email [mblizzard@deliver.com.au](mailto:mblizzard@deliver.com.au).

Standard Term and Conditions apply to this quotation, which I have read and agree

<http://www.Deliver.com.au>











