

Pro-Active Customs & Freight Pty Ltd

Standard terms and conditions

(ALL INACCURATE INFORMATION THAT YOU AS CUSTOMER SUPPLYS WILL HOLD YOU THE CUSTOMER WHOLLY LIABLE)

1. All business which Pro-Active Customs & Freight Pty Ltd ("the Company") does with you ("the Customer") shall be on the terms and conditions set out below ("Agreement").
2. Unless otherwise agreed in writing the Customer contracts with the Company and accepts liability under this Agreement as principal.
3. Quotations given by the Company are open for 7 days but may be withdrawn or revised by the Company at any time prior to acceptance by the Customer. If any changes occur in the rates of freight, insurance premiums or other charges applicable to the goods to be carried ("Goods") then the Company may revise the quotation at any time (whether before or after acceptance by the Customer). The Customer acknowledges and agrees that:
 - a. the Company may consolidate the Goods with goods to be shipped by other customers of the Company and that the rate quoted by the Company for the freight charges associated with shipping the Goods may exceed that amount which is the total rate charged to the Company by a carrier for the consolidated shipment divided by the proportion of size and/or area which the Goods comprise within the consolidated shipment;
 - b. the Company may profit from and need not pass on to the Customer any discounts which it obtains from carriers; and
 - c. prices charged to the Customer may not be identical to the cost borne by the Company.
4. The Company will enter into contracts whereby third parties will agree to carry the Goods to the nominated point of delivery. The Company may enter into contracts with third parties for the packing, carriage, movement, transport, storage, unpacking, inspection, separation, quarantine treatment, cleaning, modification, or destruction of Goods on terms the Company and the third party think fit, and the Customer wholly indemnifies the Company for any liabilities incurred by the Company that may arise in any way out of such a contract. The Customer authorises the Company to contract in the name of the Company, or as agent for the Customer.
5. The Company is not a carrier of goods and will accept no liability as such. The Company may at its discretion refuse to arrange the carriage, movement or transport of Goods for any person, firm or company, and the carriage or transport of any type of Goods, and need not give any reason for so doing.
6. Where the Customer instructs the Company to use a particular method or route for movement of the Goods the Company will endeavour to ensure that the method or route designated is used but if it cannot conveniently arrange that route or method the Customer expressly agrees that the Company may arrange for the Goods to be moved by another method or methods or by any other route.
7. It is the Customer's responsibility to insure the Goods. The Company will not take out any insurance for the Goods except upon the express instructions given in writing by the Customer.
8. If the Company holds the Goods it does so at all times and in all places at the sole risk of the Customer. The Company shall not be liable for any loss or damage to, or misdelivery, delay in delivery, failure to produce or non-delivery of Goods either in transit or in storage or occurring during the term of this Agreement or whether caused by the negligence of the Company or by some other cause known or unknown to the Company. The Customer hereby releases the Company to the maximum extent permitted by law from any liability for any loss or damage suffered, and indemnifies to the maximum extent permitted by law the Company from any liability which it may incur as a result of any Subcontract, local or foreign law, international convention or rule of common law relating to carriage of goods or transport by air or sea (including, but not limited to, relating to general average or arrest of ships).
9. The Customer warrants that all the information it has provided to the Company relating to the Goods is accurate and true in every respect, and the Customer indemnifies the Company against all losses, damages, expenses, penalties and fines arising out of or in connection with any act, or omission of information provided by the Company or the Customer to the Crown, the Collector of Customs or any other statutory body or authority in Australia or elsewhere.
10. The Customer expressly authorises the Company to release the Goods to any person who produces the original of any Bill of Lading issued by the Company in respect of the Goods and a receipt signed by that person or that person's agent or employee shall be conclusive evidence that the Company has arranged for the Goods to be delivered in full discharge of its obligations under this Agreement. The Company may release the Goods to any person who claims to have authority to receive the Goods even if that person does not have an original Bill of Lading issued by the Company in respect of the Goods provided that the Company receives from the Customer or an authorised officer of the Customer written or verbal authority to do so.
11. For the sake of clarity, but without in any way limiting any other provision of this Agreement, the parties agree that the Company shall not be liable for, and the Customer expressly indemnifies the Company and all of its servants and agents against:
 - a. any loss, injury or damage in respect of the Goods caused by destruction, fire, explosion, stealing, fraud, theft, storm, flood, tempest or water by any other cause whatsoever whether brought about wholly or in part by the negligence or the alleged negligence or any act, omission, neglect, default, breach of duty or breach of obligation or the Company its servants, or agents;
 - b. any loss, injury or damage (including consequential loss) suffered by delay in delivery of Goods;
 - c. any loss, injury or damage in respect of the Goods resulting from or contributed to by the contact of the Goods with or proximity to other goods or sweating, evaporation, leakage, breakage, shrinkage, deterioration, fermentation, wasting, decay, putrefaction, contamination, vermin, strikes, lockout, shortage of labour or resulting from or contributed to by any circumstances beyond the reasonable control of the Company;
 - d. any duties, losses, costs or penalties or other monies incurred or actions, claims or proceedings arising out of or in connection with the keeping or failure to keep documentation relating to the Goods, the valuation of the Goods or the amount of duty payable on the Goods, whether brought about wholly or in part by the negligence or alleged negligence or any act, omission, neglect, default, breach of duty or breach of obligation of the Company, its servants or agents.
12. Where the ability of the Company to limit its liability is restricted by law, then to the extent the Company is entitled to do so, its liability shall be limited at its option to:
 - a. re-supply of services;
 - b. payment of the costs of having services performed again; or
 - c. refund to the Customer of any sums paid in respect of such services.
13. Subject to all the terms and conditions in this Agreement limiting the liability of the Company, any claims which may be made against the Company shall be extinguished unless brought within 6 months of the date of this Agreement, or if a longer period is prescribed by statute or convention which can not be modified by agreement, that longer period.
14. The Company will not make any declaration of value in any contract for the purpose of extending the liability of the carrier (being the party which owns or charters the vessel in which the goods are carried) where that declaration of value may mean that a higher freight charge will apply. If a declaration must be made a nominal declaration of value of the Goods only will be made, unless express instructions in writing that a particular value should be nominated are given to the Company by the Customer.
15. Except under special arrangements the Company will not accept contracts to arrange the carriage, packing or storage of:
 - a. noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage;
 - b. bullion, coins, precious stones, jewellery, valuables, antiques, pictures;
 - c. livestock or plants.
16. All Goods (and documents relating to the Goods) shall be subject to a particular and general lien to the Company for any monies due either in respect of those Goods, or for any particular or general balance or other money due from the Customer or any person on behalf of whom the Customer may be consigning the Goods, or in respect of any losses or damages or liability which may be incurred or suffered by the Company for which the Customer indemnifies the Company under this Agreement.
17. The Company shall be under no obligation at any time to open any container or package to inspect the Goods, but if it appears at any time to the Company or to a third party that the Goods may not be safely or properly carried further, the Company or the third party may take whatever reasonable action is required (including if the situation warrants it abandoning the Goods) and the Customer shall indemnify the Company and the third party any additional expenses so incurred.
18. Any claim or dispute under this Agreement shall be determined by the courts of Australia and the courts with jurisdiction to hear appeals from them. The law of Victoria is the law of this Agreement.