



**Melbourne Transport
and Warehousing**

MTAW
24 William-Angliss
Laverton North 3026
Vic, Australia

Carriage and Storage Conditions

THESE CONDITIONS SHALL ALWAYS BE READ SUBJECT TO THE TRADE PRACTICES ACT 1974 AND TO ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES IMPOSED BY THAT ACT OR ANY OTHER COMMONWEALTH, STATE OR TERRITORY LEGISLATION IN SO FAR AS SUCH MAY BE APPLICABLE AND PREVENTS EITHER EXPRESSLY OR IMPLIEDLY THE EXCLUSION OR MODIFICATION OF ANY SUCH TERM, CONDITION OR WARRANTY.

1. DEFINITIONS

In these conditions -

- “MTAW” means Melbourne Transport and Warehousing Pty Ltd ACN carrying on business in its own name and under any business name, its officers, employees, agents, independent contractors and subcontractors;
- “the Sender” means the person, firm or company named in the transport document;
- “carriage” means MTAW’s quoted or agreed charges for the Services, any additional charges payable pursuant to these Conditions and any tax
- “GST” means the definition of that term within the meaning of section 195-1 of A New Tax System (Goods and Services Tax) Act 1999;
- “transport document” means MTAW’s consignment note, storage document or any other document of MTAW by which the Sender authorises or requests MTAW to provide carriage or necessary storage for the Sender’s goods;
- “goods” means the goods in respect of which the Sender authorises or requests MTAW to provide the Services;
- “storage” means any necessary storage for and on behalf of the Sender of the Sender’s goods at the premises of MTAW in circumstances where the goods must await carriage or further carriage;
- “the services” means the carriage and storage services provided to the Sender by MTAW pursuant to these Conditions

2. MTAW NOT COMMON CARRIER

MTAW IS NOT A COMMON CARRIER AND ACCEPTS NO LIABILITY AS SUCH, MTAW RESERVES THE RIGHT TO REFUSE THE CARRIAGE AND STORAGE OF GOODS FOR ANY PERSON, CORPORATION OR COMPANY AND THE CARRIAGE AND STORAGE OF ANY CLASS OF GOODS AT ITS DISCRETION.

3. LIABILITY

3.1 The Sender acknowledges and agrees that MTAW shall not be under any liability whatsoever (whether in contract or tort) for any personal injury or loss or damage to or mis-delivery, delayed delivery or non-delivery of the goods or any of them during carriage or storage or otherwise nor for any consequential loss or injury of any kind whatsoever whether such is caused or alleged to have been caused by the negligence, breach of contract or wrongful act or default of MTAW.

3.2 In regard to goods which the Sender requests MTAW to pack, MTAW shall not be liable for any damage or loss whatsoever whether in the course of carriage and storage and howsoever caused to the said goods or any of them (including but not limited to any negligence or breach of contract by MTAW).

3.3 When MTAW is required to load or unload any goods into bulk tanks or vessels drums or containers MTAW shall not be liable for any loss, damage or contamination of the goods during any such load e.g., unloading or carriage or whilst the goods are held in bulk storage tanks for any reason whatsoever (including but not limited to any negligence or breach of contract by MTAW).

3.4 These Conditions, in particular those limiting or excluding MTAW’s liability, shall continue to apply and to be of full force and effect in all circumstances notwithstanding any breach or alleged breach by MTAW of these Conditions or any negligence or breach of contract by MTAW.



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4. INSURANCE

The Goods

Insurance will not be arranged by MTAW and it is the Sender's responsibility to arrange appropriate insurance cover for the goods given the basis upon which MTAW provides carriage and storage services pursuant to these Conditions.

4.1 Under no circumstances will MTAW insure any customer goods stored in any warehouse owned/leased by MTAW. It is the customer's responsibility to acquire adequate insurance cover for all goods & products stored at MTAW

5. SENDER'S WARRANTIES

The Sender warrants and acknowledges that:

- a. he is the owner of the goods or has the means authority or permission to send and store the goods on behalf of the Sender upon and subject to these Conditions.
- b. he has complied with the requirements of any applicable law (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations and The international Maritime Dangerous Goods Code) relating to the notification, description (on MTAW's transport document or otherwise), sending, storing and packaging of the goods and the expenses and charges of MTAW in complying with the provisions of any such law or with any order or requirement there under or with the requirement of any harbour, dock, railway, shipping, customs, warehouse or other authority or company shall be paid by the Sender. Additional charges shall be paid on such goods if deemed necessary by MTAW.
- c. if any of the goods are subject to the control of the Customs all customs duty, excise duty and costs which MTAW becomes liable to pay and pays in respect of such goods pursuant to any customs or excise law shall be paid by the Sender.
- d. the goods are packed in a manner adequate to withstand the ordinary risks of carriage or storage (or both) having regard to their nature and any method of storage or mode of carriage.
- e. The goods are fully and accurately described in the transport document.

The Sender indemnifies MTAW (and shall keep MTAW indemnified) against all costs, losses, penalties, expenses and liabilities suffered or incurred by MTAW by reason of any breach by the Sender of any or all of the foregoing warranties or acknowledgments.

6. GENERAL LIEN

The goods (and any documents relating thereto in MTAW's possession) are accepted by MTAW for provision of the Services subject to a general lien for all charges now due or which may hereafter become due to MTAW by the Sender on any account whether in respect of the goods comprised herein or in respect of any other goods for which MTAW provides carriage, storage or any other service. If the lien is not satisfied and/or the goods are not collected, MTAW may at its option and without any notice, in the case of perishable goods forthwith, and in any other case upon the expiration of 1 month either: -

- i remove such goods or part thereof and store them in such place and manner as MTAW think proper and at the Sender's risk and expense; or
- ii open any package and sell such goods or part thereof upon such terms as it thinks fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.

Any such sale shall not prejudice the right of MTAW to recover from the person or persons liable to pay the same any charges due or payable in respect of any carriage, storage or other service or sale. This right of sale is additional to any other rights conferred upon MTAW by statute or general law.

7. PALLETS/CONTAINERS

7.1 No responsibility shall be placed upon MTAW for the return or de-hire of pallets. Pallet control is the responsibility of the Sender and receiver. MTAW shall consider all pallets to be on a one way transit.

7.2 These Conditions apply to any container(s), pallet(s) or other packaging containing or delivered with the goods to MTAW. The Sender is responsible for the conformity of such container(s) packaging and pallet(s) with any requirements of the receiver and for any expenses incurred by MTAW arising from any failure to confirm.

8. MODE OF CARRIAGE/METHOD OF STORAGE

If the Sender expressly or impliedly instructs MTAW to use a particular method of handling or storing the goods or a particular mode of carriage, MTAW will give priority to that method or mode but if it cannot conveniently be adopted by MTAW, the Sender authorises MTAW to handle or store the goods by another method or methods or carry or have the goods carried by another mode or modes. MTAW is entitled to open any document, wrapping, package or other container in which the goods are placed or carried, to inspect the goods to determine their nature or condition or for the purpose of determining their ownership or destination wherever transport document or other identifying document or mark is lost, damaged, destroyed or defaced.

9. INTERMEDIATE POINTS / DELAYED DELIVERY

9.1 MTAW will deliver goods at intermediate points only by special arrangement and then only provided suitable facilities are available at all hours

9.2 A charge may be made by MTAW in respect of any delay in excess of 30 minutes in loading or unloading occurring other than through MTAW fault and such period commences upon MTAW reporting for loading or unloading. Labour to load or unload goods is the responsibility and at the expense of the Sender or consignee. Should the receiver not be in attendance during normal trading hours or at the time specified, MTAW reserves the right to make a further charge for every call made until delivery is effected.

10. CARRIER'S CHARGES

10.1 MTAW's charges for the services are deemed fully earned as soon as the goods are loaded and despatched on the Sender's behalf and shall be payable and non-refundable in any event.

10.2 Where the Sender stipulates that the charges for the services will be paid by the receiver or other third party the Sender agrees that it or insofar as any charges are not paid by the receiver or other third party on demand the Sender will on demand pay the same to MTAW.

10.3 The Sender is and remains the responsible the MTAW for all its proper charges incurred for any reason.

10.4 MTAW may charge freight or storage (or both) by weight, measurement or value, and may at any time re-weigh, re-measure or re-value or require the goods to be re-weighed, re-measured or re-valued and charge proportional additional freight and storage accordingly.

10.5 MTAW's trading terms are net 14 days from date of invoice/statement. If any charges due to MTAW are in arrears and unpaid for a period of more than 14 days MTAW may charge interest on any overdue amounts at a rate not greater than 2% above the prevailing rate set from time to time pursuant to the Penalty Interest Rates Act 1983 (Victoria),

11. RAIL SERVICE

11.1 MTAW shall not be liable for any death, injury, loss damage or delay howsoever occurring in connection with the use or operation of any crane, gantry or machinery or any part thereof ("the machinery") which occurs during the handling or moving of any goods, containers, or rail wagons loaded by the Sender or any other party (including loading or unloading rail cars) or arising from any failure breakdown or detects of or in the machinery whether or not caused or contributed to directly or indirectly by any act, fault or negligence of MTAW.

11.2 The Sender will indemnify and keep indemnified MTAW against all claims and liabilities of whatsoever nature in connection with any such death, injury, loss, damage or delay as aforesaid.

11.3 The Sender may authorise MTAW to hire wagon space on its behalf or to arrange the placement of MTAW's terminal of wagons under permanent hire to the Sender and the Sender shall indemnify and keep indemnified MTAW in respect of any payments due or liabilities incurred to any rail operator in respect of MTAW so doing.



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12. GOVERNING LAW

These conditions are governed by the laws of the State of Victoria and any proceedings against MTAW shall be brought in that state and not elsewhere, with 12 months from the date of issue of the transport document. MTAW shall not be bound by any agreement or arrangement purporting to vary those conditions unless such is in writing and signed by an authorised officer of MTAW.

13. BENEFITS OF THESE CONDITIONS

Each and every provision of these conditions and every defence, liberty, right, exemption and immunity of whatsoever nature available or applicable to a carrier or to which MTAW is entitled hereunder is available and extends to all sub-contractors, each officer employee or agent of MTAW or of any sub-contractor, every other person by whom carriage or storage is provided and all [persons who are or may be vicariously liable for the facts or omissions of any persons referred to in this Clause. As far as may be necessary to give effect to this clause, MTAW is or shall be deemed to be, acting as agent and trustee for and on behalf of and for the benefit of all such persons and each of them shall to this extent be deemed to be parties to each contract of carriage or storage (or both) effected pursuant to these conditions.

Company:

Position:

Signed: