



PAYMENT AUTHORITY

Thank you for choosing CNC Cartage Transport Solutions Pty Ltd for your transport needs.

To secure your booking, please return completed form to accounts@cnccartage.com.au .

Please Note: until we receive this form back completed and process a deposit of \$50.00 your booking is not confirmed.

Contact Details

Company Name

Company Physical Address

Email Address for Tax Invoice

Organiser's Name

Organiser's Contact Phone Number

Payment Authority

Card Number

Expiry Date

CVN

Cardholder Name

By signing this form, I hereby permit CNC Cartage Transport Solutions Pty Ltd to debit my credit card for the deposit of \$50.00 and the remainder of the cost on completion of the job. I understand that my credit card details will be held on file until completion of the job and after payment has been processed will be destroyed.

Cardholder Signature

I hereby agree that the information provided to CNC Cartage Transport Solutions Pty Ltd is true and correct and I am authorised to make this booking and accept CNC Cartage Transport Solutions Pty Ltd Terms of Trade. I accept their Terms of Trade and understand how I will be charged for this job.

Organiser Signature

CNC Cartage Transport Solutions Pty Ltd – Terms & Conditions of Cartage

1.	Definitions			
1.1	"CNC" shall mean CNC Cartage Transport Solutions Pty Ltd ATF The Brown Family Trust T/A CNC Cartage Transport Solutions Pty Ltd and its successors and assigns or any person acting on behalf of and with the authority of CNC Cartage Transport Solutions Pty Ltd ATF The Brown Family Trust T/A CNC Cartage Transport Solutions Pty Ltd.			
1.2	"Sub-Contractor" shall mean and include: (a) railroads or railways operated by the Commonwealth or any state or any other country or by any corporation; or (b) any other person or entity with whom CNC 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 clauses 1.2(a) and 1.2(b).			
1.3	"Client" shall mean the Client or any person or persons acting on behalf of and with the authority of the Client. Where more than one Client has entered into this agreement, the Clients 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 CNC's Services.			
1.5	"Goods" shall mean cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of CNC's Services, or for storage by CNC.			
1.6	"Services" shall mean all services supplied by CNC to the Client (including, but not limited to, anything done or to be done in relation to the Goods, or the provision of any services ancillary to the Goods such as moving, storing or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transhipping, or otherwise handling the Goods, or anything else done in relation thereto including the offering of any advice or recommendations.			
1.7	"Price" shall mean the cost of the Services as agreed between CNC and the Client subject to clause 3 of this contract.			
2.	The Commonwealth Competition and Consumer Act 2010 (CCA) and Fair Trading Acts			
2.1	Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.			
2.2	Where the Client purchases Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.			
2.3	Liability of CNC 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 Competition and Consumer Act 2010 or otherwise arising, is limited to any of the following as determined by CNC: (a) rectifying the Services; or (b) supplying the Services again; or (c) paying for the Services to be supplied again. If CNC is required to rectify, re-supply, or pay the cost of re-supplying the Services under clause 2.3 or the CCA, but is unable to do so, then CNC may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.			
3.	Acceptance			
3.1	Any instructions received by CNC from the Client for the supply of Services shall constitute acceptance of the terms and conditions contained herein.			
3.2	Upon acceptance of these terms and conditions by the Client 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 CNC.			
3.3	These terms and conditions are to be read in conjunction with CNC's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by CNC to the Client. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.			
3.4	The Client shall give CNC not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by CNC as a result of the Client's failure to comply with this clause.			
4.	Price And Payment			
4.1	At CNC's sole discretion the Price shall be either: (a) as indicated on invoices provided by CNC to the Client in respect of Services supplied; or (b) CNC's quoted Price (subject to clause 4.2 & 4.3) which shall be binding upon CNC provided that the Client shall accept in writing CNC's quotation within thirty (30) days. CNC may by giving notice to the Client increase the Price of the Services to reflect any increase in the cost to CNC beyond the reasonable control of CNC (including, without limitation, foreign exchange fluctuations, or increases in taxes, customs duties, insurance premiums, warehousing costs, or variations in the cost of materials and labour).			
4.2	The Carrier may charge freight by weight, measurement or value, and may at any time re-weigh, or re-value or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional freight accordingly.			
4.3	At CNC's sole discretion a non-refundable deposit may be required.			
4.4	At CNC's sole discretion;			
4.5	(a) payment shall be due on delivery of the Goods; or (b) payment shall be due before delivery of the Goods; or (c) payment for approved Clients shall be made by instalments in accordance with CNC's payment schedule.			
4.6	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 seven (7) days following the date of the invoice.			
4.7	Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to three percent (3%) of the Price), or by direct credit, or by any other method as agreed to between the Client and CNC.			
4.8	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.			
5.	CNC Not Common Carrier			
5.1	CNC 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 CNC subject only to these conditions and CNC 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.			
6.	Client-Packed Containers			
6.1	If a container has not been stowed by or on behalf of CNC CNC 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.			
7.	Nomination Of Sub-Contractor			
7.1	The Client hereby authorises CNC (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 Client 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 CNC. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled CNC shall be deemed to enter into this contract for its own benefit and also as agent for the Sub-Contractor.			
8.	CNC's Servants or Agents			
8.1	The Client undertakes that no claim or allegation shall be made against any servant or agent of CNC 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 CNC and any such servant or agent against all consequences thereof.			
9.	Method Of Transport			
9.1	If the Client instructs CNC to use a particular method of carriage whether by road, rail, sea or air CNC will give priority to the method designated but if that method cannot conveniently be adopted by CNC the Client shall be deemed to authorise CNC to carry or have the Goods carried by another method or methods.			
10.	Route Deviation			
10.1	The Client shall be deemed to authorise any deviation from the usual route or manner of carriage of Goods that may in the absolute discretion of CNC be deemed reasonable or necessary in the circumstances.			
11.	Charges Earned			
11.1	CNC's charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and dispatched from the Client's premises.			
12.	Demurrage			
12.1	The Client will be and shall remain responsible to CNC for all its proper charges incurred for any reason. A charge may be made by CNC in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of CNC. Such permissible delay period shall commence upon CNC reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Client or Consignee.			
13.	Dangerous Goods			
13.1	Unless otherwise agreed in advance in writing with CNC the Client or his authorised agent shall not tender for carriage or for storage any explosive, inflammable or otherwise			
	Dangerous Goods. The Client shall be liable for and hereby indemnifies CNC for all loss or damage whatsoever caused by any Dangerous Goods.			
	Consignment Note			
	It is agreed that the person delivering any Goods to CNC for carriage or forwarding is authorised to sign the consignment note for the Client.			
	Client's Responsibility			
	The Client expressly warrants to CNC that the Client 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 carriage and/or storage and by entering into this contract the Client accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Client is acting.			
	Delivery			
	CNC is authorised to deliver the Goods at the address given to CNC by the Client for that purpose and it is expressly agreed that CNC shall be taken to have delivered the Goods in accordance with this contract if at that address CNC obtains from any person a receipt or a signed delivery docket for the Goods. CNC 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 this contract. The Client will be provided with a copy of the invoice. If the Client signs the invoice, or does not do so fails to object to its accuracy within seven (7) days of receiving it from CNC, then the invoice will be conclusive evidence of the Goods received. The invoice will disclose only visible items and not any contents unless the Client ask for the contents to be listed, in which case CNC will be entitled to make a reasonable additional charge.			
	CNC is authorised to remove the Goods from one warehouse to another without cost to the Client. CNC will notify the Client of the removal and advise the address of the warehouse to which the Goods are being removed not less than five (5) days before removal (except in emergency, when such advice will be given as soon as possible). The Client is entitled upon given CNC reasonable notice to inspect the Goods in store but a reasonable charge may be made by CNC for this service. Subject to payment for the balance of any fixed or minimum period of storage agreed the Client may require the Goods to be removed from the store at any time on giving CNC not less than five (5) working days notice. If the Client gives CNC less than the required notice CNC will still use their best endeavours to meet the Client's requirements, but shall be entitled to make a reasonable additional charge for the short notice. The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from CNC to do so. In default, CNC may after fourteen (14) days notice to the Client SELL ALL OR ANY OF THE GOODS by public auction or, that is not reasonably practicable by private treaty and apply the net proceeds in satisfaction of any amount owing by the Client to CNC.			
	Loss Or Damage			
	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) CNC 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 CNC or not) nor for any instructions, advice, information or service given or provided to any person, 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 (b) the Client will indemnify CNC 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 CNC in connection with the Goods.			
	CNC's Liability Waiver			
	When the Client's liability will be taken by CNC's staff at all times, CNC will not be held liable for any form of damage caused whilst undertaking deliveries on private property or under the instruction of the receiver (including, but not limited to, damage caused to objects or property features such as underground pipes, gates, lawns and mailboxes). In the event of any accidental damage occurring to your property or features, above or below ground, the property owner will assume full accountability and be held solely responsible for any related costs or repairs. If the Client does not agree to these terms, CNC may be forced to leave your delivery at the curb side. In this event, CNC will not be held liable for any ensuing theft, damage or act concerning the delivered Goods.			
	Insurance			
	The Client acknowledges that: (a) the Goods are carried and stored at the Client's sole risk and not at the risk of CNC; and (b) CNC is under no obligation to arrange insurance of the Goods and it remains the Client's responsibility to ensure that the Goods are insured adequately or at all; and (c) in the event of any claim for loss or damage to the Goods under any policy of insurance or any such insurance and no claim will be made against CNC for failure to arrange or ensure that the Goods are insured adequately or at all.			
	Claims			
	Notwithstanding clauses 18 and 20 in the event that the Client believes that they have any claim against the Carrier then they must lodge any notice of claim for consideration and determination by the Carrier within seven (7) days of the date of delivery, or for non delivery within seven (7) days of the anticipated date of delivery or the removal or destruction of the Goods. The failure to notify a claim within the time limits under clause 21.1 is evidence of satisfactory performance by the Carrier of its obligations.			
	Default & Consequences Of Default			
	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at CNC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes CNC any money the Client shall indemnify CNC from and against all costs and disbursements incurred by CNC in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, CNC's collection agency costs, and bank dishonour fees). Without prejudice to CNC's other remedies a lien CNC shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to CNC shall, whether or not due for payment, become immediately payable in the event that: (a) any money payable to CNC becomes overdue, or in CNC's opinion the Client will be unable to meet its payments as they fall due; or (b) the Client 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 Client or any asset of the Client.			
	CNC's Rights To A Lien On Goods			
	CNC shall have a right to take a particular and general lien on any Goods the property of the Client or a third party owner which are in the possession or control of CNC (and any documents relating to those Goods) for all sums owed at any time by the Client or a third party owner to CNC (whether those sums are due from the Client on those Goods or documents, or on any other Goods or documents), and CNC shall have the right to sell such Goods or cargo by public auction or private treaty after giving notice to the Client. CNC 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. Notwithstanding clause 23.1 nothing shall prejudice CNC's rights to use any of CNC's other rights and remedies contained in this agreement to recover any outstanding charges or fees payable in respect of the Goods that were not recovered out of the sale of the Goods in accordance with clause 23.1 and no exception shall be taken upon the grounds that the Price realised is less than the full market value of the Goods.			
	Unpaid CNC's Rights To Dispose Of Goods			
	CNC shall have a lien on any Goods (and any documents relating to the Goods) in the possession or control of CNC for all sums payable by the Client to CNC, and CNC shall have the right to sell such Goods or cargo by public auction or private treaty after giving notice to the Client. CNC shall be entitled to retain the sums due to it, in addition to the charges that			
	incurred in detention and sale of such Goods or cargo, from the proceeds of sale and shall render any surplus to the entitled person.			
	Personal Property Securities Act 2009 ("PPSA")			
	In this clause: (a) financing statement has the meaning given to it by the PPSA; (b) create a security interest has the meaning given to it by the PPSA; (c) security agreement means the security agreement under the PPSA created between the Client and CNC by these terms and conditions; and (d) security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions: (a) constitute a security agreement for the purposes of the PPSA; and (b) create a security interest in all Goods being transported by CNC over which CNC invokes a lien. The Client undertakes to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 25.3(a)(i) or 25.3(a)(ii); (iv) indemnify, and upon demand reimburse, CNC for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; (v) not register a financing change statement in respect of a security interest without the prior written consent of CNC; (vi) not alter, or amend to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of CNC. CNC and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by CNC, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA. The Client shall unconditionally ratify any actions taken by CNC under clauses 25.3 to 25.5.			
	Security And Charge			
	Despite anything to the contrary contained herein or any other rights which CNC may have hereunder, CNC shall have a security interest in the Goods and any other assets capable of being charged, the Client agrees to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to CNC or CNC's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client acknowledges and agrees that CNC (or CNC'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. (b) should CNC elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client shall indemnify CNC from and against all CNC's costs and disbursements including legal costs on a solicitor and own client basis. (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint CNC or CNC's nominee as the Client's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 26.1.			
	Privacy Act 1988			
	The Client agrees for CNC to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by CNC. The Client agrees that CNC may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to assess the creditworthiness of the Client in default with other credit providers; and/or (d) to assess the creditworthiness of the Client. The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988. The Client consents to CNC being given a consumer credit report to collect overdue payment on the Client's credit reporting agency (BKI/Privacy Act 1988). The Client agrees that personal credit information provided may be used and retained by CNC for the following purposes (and for other purposes as shall be agreed between the Client and CNC or required by law from time to time): (a) the provision of Services; and/or (b) the marketing of Services by CNC, its agents or distributors; and/or (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or (d) processing of any personal credit instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services. CNC may give information about the Client to a credit reporting agency for the following purposes: (a) to obtain a consumer credit report about the Client; (b) to assess the credit reporting agency to create or maintain a credit information file containing information about the Client. The information given to the credit reporting agency may include: (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number); (b) details concerning the Client's application for credit or commercial credit and the amount requested; (c) advice that CNC is a current credit provider to the Client; (d) details of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days; and for which debt collection action has been started; (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed; (f) information that, in the opinion of CNC, the Client has committed a serious credit infirmity (that is, fraudulently or shown an intention not to comply with the Client's credit obligations); (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once; (h) that credit provided to the Client by CNC has been paid or otherwise discharged.			
	Cancellation			
	CNC 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 Client. On giving such notice the Client shall repay to the Client any sums paid in respect of the Price. CNC shall not be liable for any loss or damage whatever arising from such cancellation. In the event that the Client cancels the delivery of Goods or the provision of any Services then the Client shall be liable for any loss incurred by CNC (including, but not limited to, any loss of profits) up to the time of cancellation, or as a direct result of the cancellation.			
	Building and Construction Industry Payments Act 2004			
	At CNC's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.			
	General			
	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. If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland. The Client and CNC agree that the Client shall be deemed to have agreed to the terms and conditions set out in this contract to be bound to the Client by CNC. CNC 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 CNC notifies the Client of such change. Except where CNC supplies further Services to the Client and the Client accepts such Services, the Client shall be under no obligation to accept such changes. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the Client, the owner or any other person having an interest in the Goods and purporting to have a contractual effect. The failure by CNC to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect CNC's right to subsequently enforce that provision.			

Please note that a larger print version of these terms and conditions is available from CNC on request.

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