

# SINGLE TRANSPORT SERVICES

**"Reliable Service Guaranteed"**

PTY LIMITED



**SPECIALISING IN  
LOADING, DELIVERY  
& INSTALLATION**

- Concrete Products
- Roof Trusses
- Supply & Stand Power Poles
- Rail Line & Sleepers

**EQUIPMENT**

- 3 Prime Movers + Trailers
- Truck Cranes Lift >8 tonne
- Extendable Trailer to 19 meters
- Body Trucks with Large Cranes & Super Dog Trailers
- Auger Attachments, Log Grab
- Pallet Fork, Container Pins



**PH 07 4959 2741**

SILINGARDIES ROAD, WALKERSTON QLD 4751

**admin@singletransportservices.com.au ABN 34 010 415 611**

Please read the following conditions carefully and in their entirety. You will be bound by these conditions if we carry or store goods for you. Please note:

- Our services are priced based on the exclusions and limitations set out in these conditions.
- To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless you prove that the loss or damage was caused by our negligence or wilful misconduct.
- The conditions provide for various exclusions of liability and limits on our liability for loss of or damage to goods. These exclusions and limits are set out in clause 7.
- The effect of these provisions is that, even if you do prove we have been negligent, you may not be able to recover the full value of any lost or damaged goods.
- You should take out your own insurance cover over the goods.

## CONDITIONS OF CARRIAGE

### 1. DEFINITIONS

1.1 The meanings of the terms used in these conditions are set out below.

Term	Meaning
Carriage	the whole of the operations and services undertaken by the Carrier or any Person on behalf of the Carrier in respect of the Goods (whether gratuitously or not) and includes the loading, unloading, handling, packing, unpacking or storage of the Goods, the towing of a trailer, the provision of Vehicle Loading Crane services, placement and installation of any Vehicle Loading Crane and the provision of any advice
Carrier	Single Transport Services Pty Limited (ACN 010 415 611) trading under its own name or under any other business name and its officers, employees, agents and Subcontractors

<b>Term</b>	<b>Meaning</b>
<b>Chain of Responsibility Law</b>	the <i>Heavy Vehicle National Law</i> as enacted in any Australian state, the <i>Road Traffic (Administration) Act 2008</i> (WA) and the <i>Road Traffic (Vehicles) Act 2012</i> (WA) and any other state, territory or Commonwealth legislation dealing with the obligations of parties involved in road transport activities such as consignors, transport operators, loaders, drivers and schedulers
<b>Consequential Loss</b>	any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; punitive or exemplary damages; in each case arising from or in connection with the performance of these conditions and whether or not foreseeable at the time of entering into these conditions
<b>Consignee</b>	the Person to whom the Goods are to be delivered
<b>Container</b>	includes any container, trailer, wagon, transportable tank, flat rack or any other unit or device used to consolidate Goods
<b>Dangerous Goods</b>	Goods that are or may become noxious, dangerous, flammable or damaging, or that are or may become liable to damage any property whatsoever
<b>Enforcement Costs</b>	any fees, costs and expenses, including legal expenses, incurred by the Carrier in connection with any default under or enforcement or attempted enforcement of these conditions of Carriage on an indemnity basis
<b>Goods</b>	the property accepted by the Carrier from, or on behalf of, the Customer for Carriage including any Container or packaging supplied by or on behalf of the Customer
<b>Interest</b>	an amount that is calculated on any Outstanding Amount at the rate of 1.5% per calendar month, compounded monthly
<b>Outstanding Amount</b>	any amount which remains unpaid upon the expiry of the credit terms extended by the Carrier or for which the Customer is otherwise liable, pursuant to these conditions, to the Carrier
<b>Person</b>	includes a corporation, company, partnership or any other entity
<b>PPSA</b>	<i>Personal Property Securities Act 2009</i> (Cth)
<b>Subcontractor</b>	includes any Person who, pursuant to a contract or arrangement with any other Person (whether or not the Carrier), performs or agrees to perform the Carriage or any part of it
<b>Vehicle Loading Crane</b>	includes any vehicle with a crane mounted on the vehicle for the purpose of loading or unloading Goods
<b>WHS Law</b>	any state, territory or Commonwealth legislation dealing with workplace health and safety

1.2 Terms used in these conditions have the same meaning as under the PPSA.

1.3 A reference in these conditions to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations.

## **2. NEGATION OF LIABILITY AS A COMMON CARRIER**

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The Carrier is not a common carrier and will accept no liability as such. All Goods are carried and all storage and other services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse the Carriage of Goods for any Person and the Carriage of any class of goods at its discretion.

## **3. CARRIER'S OBLIGATIONS**

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The Carrier will:

- (a) take reasonable care to protect and safeguard the Goods;
- (b) provide the Carriage exercising the degree of skill, care and efficiency that would be expected from a competent provider of services of Carriage;
- (c) at its own expense, hold all licences as may be required by law in connection with the Carriage;
- (d) use reasonable endeavours to deliver the Goods to the address nominated by the Customer and to effect delivery at the date and time requested by the Customer (subject to compliance with all law, including Chain of Responsibility Law); and
- (e) use reasonable endeavours to comply with the Customer's reasonable and lawful directions.

## **4. CUSTOMER'S WARRANTIES**

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4.1 The Customer warrants that:

- (a) the Goods are fit for Carriage and have been suitably packaged for those purposes;
- ~~(b)~~ the Customer owns the goods or has the authority of all Persons owning or having an interest in the Goods to accept these conditions on their behalf;
- (c) the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Customer are correct;
- (d) where required by law, it has accurately completed and supplied a Container weight declaration form;
- (e) there is a suitable practicable road and approach for the Carrier and the Carrier's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
- (f) the Customer will provide directions to the Carrier regarding the safe operation of the Carrier's vehicles on private property and non-gazetted roadways;
- (g) the Customer will be responsible for the loading and unloading of any Goods that consist of items of machinery for which a licence to operate is required;
- (h) the Customer or an agent, servant or employee of the Customer will be present at the nominated place of collection at the time of loading to check the Goods, assist with loading and sign any necessary documentation;

- (i) the Customer or an agent, servant or employee of the Customer will be present at the nominated place of delivery at the time of unloading to check the Goods, provide directions in relation to the unloading of the Goods and assist with unloading of the Goods and to sign any necessary documentation (or if the Goods are to be delivered to a person other than the Customer, the Customer will use all reasonable endeavours to arrange for the attendance of a person duly authorised to sign any necessary documentation); and
- (j) Carriage is supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Customer.

4.2 The Carrier relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Customer, but does not admit their accuracy.

4.3 The Carrier accepts no responsibility for collection of cash or other payments from any party.

4.4 The Customer undertakes to indemnify the Carrier:

- (a) in respect of any liability whatsoever in respect of the Goods to any Person (other than the Customer) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods;
  - (b) in respect of any loss of or damage to the Customer's property or to the vehicles or equipment of the Carrier as a result of a direction given pursuant to clause 4.1(f); and
  - (c) against all losses, damages, expenses, claims, fines, duty, tax, demands, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, the Carrier as a result, directly or indirectly, of:
    - (i) a breach of the Customer's obligations under these conditions;
    - (ii) the nature or condition of the Goods;
    - (iii) the nature or condition of the place of loading and unloading and the facilities at those places; or
    - (iv) any negligence, wilful misconduct or recklessness of the Customer, the consignor or the Consignee.
- 4.5 The Customer authorises the Carrier to open any document, wrapping, package or other Container in which the Goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership or for any other purpose which the Carrier in its absolute discretion may consider desirable or necessary.

## **5. RIGHT TO SUBCONTRACT**

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The Carrier at its discretion may subcontract on any terms the whole or any part of the Carriage.

## **6. EXTENSION OF EXEMPTIONS TO SUBCONTRACTORS**

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- 6.1 The Customer agrees that no claim or allegation may be made against any employee, agent, or Subcontractor of the Carrier that imposes or attempts to impose upon such Person any liability whatsoever arising out of or in any way connected with the Goods or the Carriage of them whether or not arising out of negligence or a wilful act or omission on the part of any of them and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences of any such claim or allegation.

6.2 Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available and will extend to protect:

- (a) all Subcontractors;
- (b) every employee or agent of the Carrier or of a Subcontractor;
- (c) every other Person (other than the Carrier) by whom the Carriage or any part of it is undertaken; and
- (d) all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 6.2(a), 6.2(b) or 6.2(c).

6.3 For the purposes of clause 6.2 the Carrier is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such Persons and each of them and all such Persons and each of them will to this extent be or be deemed to be parties to these conditions.

## **7. LIABILITY OF CARRIER**

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7.1 The Customer acknowledges and agrees that neither the Carrier nor any employee or agent or Subcontractor of the Carrier nor any other Person who undertakes the Carriage of the Goods at any time pursuant to these conditions will in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort, bailment or otherwise) for:

- (a) any loss of or damage to, deterioration, evaporation or contamination of the Goods; or
- (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,

whether in the course of Carriage or otherwise unless the Customer proves that such loss, damage, deterioration, evaporation or contamination, mis-delivery, delay in delivery or non-delivery was caused by the negligence or wilful default of the Carrier.

7.2 Any liability of the Carrier under clause 7.1 will be reduced proportionately to represent the extent to which the Customer or any other person's negligent or wrongful acts or omissions caused the loss, damage, deterioration, evaporation or contamination, mis-delivery, delay in delivery or non-delivery of the Goods.

7.3 Without limiting the generality of the foregoing, the Carrier will not be liable for any loss of or damage to Goods:

- (a) caused by vibration;
- (b) comprising glass, internal or external fittings, plasterwork, cornices or any other fragile material or substances;
- (c) caused by weather or weather events of any kind whatsoever, including rain, hail, flood, cyclone or storm damage;
- (d) that are brittle, inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without damage;
- (e) caused by inherent vice or the nature of the Goods;
- (f) where such loss or damage comprises of mechanical, electrical or electronic breakdown, derangement, or malfunction of the Goods; or

- (g) caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of Carriage. For the purpose of this subclause, 'packing' will be deemed to include stowage of any Goods inside a building or other structure.

7.4 Notwithstanding any other provision of these conditions, the Carrier will not be liable, under any circumstances, for any claim for Consequential Loss.

7.5 Notwithstanding any other provision of these conditions the Carrier's liability (including for breach of any warranty, guarantee or any term implied by law in these conditions) for:

- (a) any loss of or damage to, deterioration, evaporation or contamination of the Goods; or
- (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,

is limited, at the option of the Carrier, to:

- (c) supplying the services of Carriage that were supplied with respect to the lost, damaged or mis/non-delivered Goods, again; or
- (d) payment of the cost of having the services of Carriage that were supplied with respect to the lost, damaged or mis/non-delivered Goods, supplied again.

## **8. VEHICLE LOADING CRANE SERVICES**

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8.1 Where the Carrier provides Vehicle Loading Crane services at the request of the Customer, the Customer warrants that:

- (a) the ground at the site where the Vehicle Loading Crane will be used is clear of all underground services and is adequate to support the Vehicle Loading Crane;
- (b) the ground giving access to the site is stable and firm and of a gradient to allow the Vehicle Loading Crane to be operated safely;
- (c) sufficient clearance is afforded in respect of all overhead wires in accordance with any applicable electrical laws and WHS Law;
- (d) the specifications and size of the Vehicle Loading Crane are suitable for the site where the Vehicle Loading Crane will be used and for the purpose required by the Customer; and
- (e) the road surfaces, access and egress to the site are clear of obstacles at all times and will allow safe movement of the Vehicle Loading Crane.

8.2 The Carrier will supply a standard selection of lifting equipment including slings and chains but accepts no responsibility for loss or delay if any lifting equipment is found to be unsuitable for the purpose required by the Customer.

8.3 The Customer warrants that the weight of the object or objects to be lifted in any one lift and the radius of the proposed lift, measured from the radial point of the Vehicle Loading Crane, will not exceed the limits of the Vehicle Loading Crane.

## **9. ROUTE AND DEVIATION**

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9.1 The Customer authorises any deviation from the usual route or manner of Carriage of Goods that may in the absolute discretion of the Carrier be considered desirable or necessary in the circumstances.

9.2 If the Customer 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, the Carrier will

give priority to that method but if it cannot conveniently be adopted by the Carrier the Customer authorises the Carrier to handle or store or to carry or to have the Goods handled, stored or carried by another method or methods.

## **10. DELIVERY**

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- 10.1 The Carrier is authorised to deliver the Goods at the address nominated to the Carrier by the Customer for that purpose. The Carrier will be conclusively presumed to have delivered the Goods in accordance with these conditions if at that address it obtains from any Person a receipt or signed delivery docket for the Goods.
- 10.2 The Carrier will not unload the Goods unless the Customer or an agent, servant or employee of the Customer is present at the nominated place of delivery. If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier or the Consignee otherwise fails to take delivery of the Goods the Carrier may store the Goods and if the Goods are stored by the Carrier the Customer will pay or indemnify the Carrier for all costs and expenses incurred in or about such storage. In the event that the Goods are stored by the Carrier, the Carrier will be at liberty to redeliver them to the Customer from the place of storage at the Customer's expense.

## **11. STORAGE**

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- 11.1 Where Goods are stored by the Carrier at the request of the Customer, the Customer will furnish an address to which notices may be sent, and will provide samples of the signatures of persons entitled to collect the Goods.
- 11.2 The Carrier will be entitled to remove the Goods from a place of storage to another place of storage at its discretion.
- 11.3 The Customer must give seven days' notice to the Carrier of its intention to remove Goods from storage. The Carrier reserves the right to charge for storage for the full seven day period in the event that such notice is not given or in the event that the Goods are removed before that time.
- 11.4 The Carrier will not be obliged to deliver any Goods except to the Customer or to a Person authorised by the Customer to receive the Goods without:
- (a) a direction from the Customer;
  - (b) payment of all amounts due by the Customer to the Carrier on any account whatsoever.
- 11.5 The Customer will remove its Goods from storage within seven days of receipt of written notice from the Carrier.

## **12. GENERAL LIEN**

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- 12.1 The Goods are accepted subject to a general lien for all charges now due or that may become due to the Carrier by the Customer on any account whatsoever, whether in respect of the Goods or in respect of any other goods for which the Carrier provides or has provided services of Carriage.
- 12.2 Without prejudice to any other rights the Carrier may have under law, if charges are not paid when due, or the Goods are not collected when so required or designated, the Carrier may, without notice, and immediately:
- (a) remove all or any of the Goods and store them as the Carrier thinks fit at the Customer's risk and expense; and

- (b) open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction) and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.
- 12.3 The parties agree that the lien attaches to Goods when the Goods are accepted by the Carrier for Carriage.
- 12.4 The Customer agrees that the lien arising under these conditions is a security interest.
- 12.5 If the Carrier requests, then the Customer must promptly upon receipt of a request from the Carrier do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including perfection by registration), maintained and is otherwise effective. Anything that is required by the Customer to be done under this clause will be done by the Customer at its own expense. The Customer agrees to reimburse the costs of the Carrier in connection with any action taken by the Carrier under or in connection with this clause.
- 12.6 The parties agree that, to the extent permitted by the PPSA:
  - (a) sections 125, 142 and 143 of the PPSA do not apply (unless the Customer is otherwise notified in writing by the Carrier);
  - (b) any right to receive a notice or statement arising by virtue of sections 129, 130, 132, 134 and 135 of the PPSA is waived; and
  - (c) any right to receive a copy or any notice of any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under or provided for by these conditions is waived.

### **13. DELAY IN LOADING OR UNLOADING**

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The Customer will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in accordance with the Carrier's schedule of rates in respect of any delay in loading in excess of one hour or any delay in unloading in excess of one hour occurring other than from the default of the Carrier. Such permissible delay period will commence upon the Carrier reporting for loading or unloading.

### **14. CARRIER'S CHARGES**

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- 14.1 Quotations provided by the Carrier are subject to withdrawal or revision by the Carrier without notice.
- 14.2 Unless expressly set out in writing, quotations provided by the Carrier do not include any charge for dismantling, reassembly, packing, unpacking, installation, fixing, hanging, taking up or re-establishing the Goods or any part of the Goods.
- 14.3 The Carrier's charges will be deemed fully earned on receipt of the Goods by the Carrier and are non-refundable in any event. The Customer agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off.
- 14.4 Any special instruction given by the Customer to the effect that charges will be paid by the Consignee or any other third party will be deemed to include a stipulation that if the Consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods the Customer will pay such charges.
- 14.5 The Customer must pay the Enforcement Costs and Interest in respect of any Outstanding Amount.
- 14.6 The Carrier may charge for Carriage of the Goods by reference to the weight, measurement, value, time, hourly hire or such other means as the Carrier in its absolute discretion considers desirable or appropriate.

14.7 Notwithstanding the acceptance of any quotation provided by the Carrier:

- (a) the Carrier may at any time re-weigh, re-measure or re-value the goods or require the goods to be re-weighed, re-measured or re-valued and the Customer must pay proportional additional charges.
- (b) the Carrier reserves the right to make a reasonable additional charge to the Customer in the event that:
  - (i) there is any change or alteration by the Customer to the agreed date or time for commencement of the Carriage;
  - (ii) the Carrier is not provided with free, safe and uninterrupted access to the nominated place at which the goods are to be collected or delivered; or
  - (iii) the Goods are not delivered on the agreed date or at the agreed time to the Carrier for Carriage.

14.8 The Carrier's charges must be paid within 7 days of the date of invoice, unless otherwise stated by the Carrier.

14.9 If the location, situation, nature, condition or physical character of the place nominated for collection or delivery of the Goods for any reason whatsoever makes it difficult for the Carrier to collect or deliver the Goods as it would do in the ordinary course of its business, the Customer will be liable to the Carrier for:

- (a) any additional charges for time or expense spent or incurred by the Carrier in collecting or delivering the Goods or attempting to collect or deliver the Goods;
- (b) any loss of or damage to, deterioration, evaporation or contamination of the Goods or misdelivery, delay in delivery or non delivery of the Goods or any of them, arising out of or in connection with the collection or delivery of the Goods, or attempted collection or delivery of the Goods; and
- (c) any loss of or damage to the property of the Carrier or any of its employees, servants or agents arising out of or in connection with the collection or delivery of the Goods, or attempted collection or delivery of the Goods, including any loss of or damage to tyres, axles or any part of the Carrier's vehicles.

14.10 Where the Carrier supplies Containers, pallets, packaging or dunnage prior to or in the course of Carriage, the Carrier reserves the right to charge reasonable hiring charges, pick-up costs, repair costs or replacement costs for all Containers, pallets, packaging and dunnage.

14.11 Where the Carrier stores Goods for the Customer, the Customer must:

- (a) pay the Carrier's expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse authority, or other Person;
- (b) if any Goods are under customs control, pay all customs duty, excise duty and costs (including any fine or penalty) that the Carrier becomes liable to pay or pays;
- (c) supply or pay for labour or machinery or both to load or unload the Goods;
- (d) compensate the Carrier for any cost, expense or loss to the Carrier's property or any Person caused by the Goods; and
- (e) if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.

## **15. DANGEROUS GOODS**

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- 15.1 If the Carrier accepts Dangerous Goods for Carriage, such Goods must be accompanied by a full written declaration disclosing the nature of such goods.
- 15.2 The Customer will indemnify the Carrier against all loss, damage or injury howsoever caused arising out of the Carriage of any Dangerous Goods whether declared as such or not and whether or not the Customer was aware of the nature of the Goods.
- 15.3 The indemnity in clause 15.2 extends to Consequential Loss.
- 15.4 If in the opinion of the Carrier, the Goods are or are liable to become of a dangerous or flammable or damaging nature, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Carrier's right to charge for the Carriage of the Goods.
- 15.5 The Customer warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or Carriage of any Dangerous Goods and that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and agrees to indemnify the Carrier for any liability whatsoever as a result of or arising out of the Customer's failure to comply with each of these warranties.

## **16. FORCE MAJEURE**

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The Carrier will not be liable for any failure or delay in performance of the Carriage if such failure or delay is due, in whole or in part to any cause whatsoever beyond its control.

## **17. NOTIFICATION OF CLAIM**

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- 17.1 Notwithstanding any other provision of these conditions (other than clause 18.1), the Carrier will in any event be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Carrier:
- (a) in the case of Goods allegedly lost or damaged in the course of loading, unloading or transit within 14 days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected; or
  - (b) in the case of Goods allegedly lost or damaged during storage, within 14 days of the date of removal or attempted removal of the Goods from storage.
- 17.2 The Carrier will be discharged from all liability whatsoever in respect of the Goods unless suit is brought:
- (a) in the case of Goods allegedly lost or damaged in the course of loading, unloading or transit within 12 months of their delivery or of the date on which they should have been delivered; or
  - (b) in the case of Goods allegedly lost or damaged during storage, within 12 months of the date of removal or attempted removal of the Goods from storage.

## **18. LEGISLATION**

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- 18.1 Notwithstanding anything contained in these conditions, the Carrier will continue to be subject to any implied terms, conditions, guarantees or warranties imposed by the Competition and Consumer Act 2010 (Cth) or any other Commonwealth or state legislation in so far as such may be applicable and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

- 18.2 The Carrier and the Customer must comply with all applicable laws and regulations, including WHS Law and Chain of Responsibility Law.

## **19. ENTIRE AGREEMENT**

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- 19.1 These conditions represent the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings between them.
- 19.2 The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.

## **20. GENERAL**

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- 20.1 These conditions will be construed in accordance with the laws in force in Queensland and the parties submit to the exclusive jurisdiction of the courts of Queensland.
- 20.2 Headings are included for convenience only and do not affect interpretation of these conditions.
- 20.3 Words importing the singular include the plural and vice versa and words importing a gender include other genders.
- 20.4 Wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.
- 20.5 Where the Customer or Consignee comprise two or more Persons, an agreement or obligation to be performed or observed by the Customer or Consignee binds those Persons jointly and severally.
- 20.6 Each indemnity in these conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives the termination of any agreement incorporating these conditions.
- 20.7 If any part of these conditions is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and these conditions will remain otherwise in full force.

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**PH 07 4959 2741**    **SILINGARDIES ROAD, WALKERSTON QLD 4751**    **admin@singletransportservices.com.au**    **ABN 34 010 415 611**

## CUSTOMER DETAILS

<b>Name</b>	
<b>Company</b>	
<b>ABN</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Mobile</b>	
<b>Email</b>	
<b>Accounts Email</b>	
<b>Accounts Phone</b>	

..... (the Customer) agrees that all Carriage of Goods by the Carrier on behalf of the Customer from the date of signing of these Conditions of Carriage will be on the terms and conditions contained in these conditions, unless otherwise agreed in writing by the Carrier.

The Customer acknowledges and agrees that, by signing this document, it has read and understood the conditions set out in this agreement, and in particular clause 7, which provides **for various exclusions of liability and limits on the liability of the Carrier.**

.....  
(Please print full name of person signing this document)

.....  
(Signature)

.....  
(Position)

.....  
(Date)