



1. In these conditions:
“Carrier” shall mean Wettenhall Logistics Pty Ltd its servants and agents

“Sub Contractor” shall mean and include:
 - (i) All companies which are now subsidiaries of Wettenhall Logistics Pty Ltd
 - (ii) Railways operated by the Commonwealth of any State
 - (iii) Any other person, firm or company with whom the, Carrier may arrange for the carriage of any goods the subject of this contract; and any person who is now or hereafter a servant, agent, employer or sub-contractor of any of the persons referred to in (i), (ii) and (iii) above.
2. The Carrier 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 the Carrier subject only to these conditions AND THE CARRIER RESERVES THE RIGHT TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLES FOR ANY PERSON, CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLE AT ITS DISCRETION.
3. The Consignor, hereby authorises the Carrier (if it should think fit to do so) to arrange with a subcontractor for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to such sub-contractor, who shall thereupon be entitled to the full benefit of these terms and conditions by the same extent as the Carrier in so far as it may be necessary to ensure that such sub-contractor shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefits and also as trustee for the sub-contractor.
4. If the Consignor Instructs the Carrier to use a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to the method designated but if that method cannot conveniently be adopted by the Carrier the Consignor shall be deemed to authorise him to carry or have the goods carried by another method or methods.
5. Unless otherwise expressly agreed in writing no responsibility in tort or contract or otherwise will be accepted by the Carrier for any loss or damage to or deterioration of goods or misdelivery or failure to deliver or delay in deliveries of goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever.
6. The Carrier is authorised to deliver the goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with this contract if at that address he obtains from any person a receipt or signed docket for the goods.



7. The Carrier will effect insurance of goods as the Consignor's agents and at the Consignor's expense if the Consignor instructs the Carrier in writing to do so and where the Consignor does not specify what class of Insurance is to be effected the Carrier may effect that class of insurance which the Carrier considers to be the most appropriate to the goods. Where such insurance is effected after written instructions from the Consignor, the Insurance will exclude all claims resulting from wear tear, moths, vermin, loss of market, consequential loss, loss of use of damage due to delay or inherent vice or nature of the subject matter, or such exclusions otherwise advised to the Carrier at the time the insurance is effected.
8. The Carriers charges shall be considered earned as soon as the goods are loaded and dispatched from the Consignor's premises.
9. The Consignor will be and remains responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of 30 minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Consignor or Consignee.
10. If any person fails to pay charges due to the Carrier in respect of any service rendered by the Carrier on responsible demand being made in accordance with this contract, the Carrier may detain and sell all or any of the goods of that person which are in its possession and out of moneys arising from the sale retain charges so payable and all moneys arising from the sale of and such of the goods as remain unsold to the person entitled thereto. Any such sale shall not prejudice or affect charges due or payable in respect of such service or the said detention and sale.
11. The Consignor or his authorised agents shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of those goods and in default of so doing be liable and damaged caused thereby.
12. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the Consignor.
13. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owners of any goods or property the subject matter of this contract of carriage and by entering into this contract the Consignor as well as for all other person on whose behalf the Consignor is acting.
14. Without derogating from Clause 5 above the Carrier shall not be liable for any loss of market, loss of use or consequential loss concealed damage or damage caused by inherent vice or nature of the goods or merchandise carrier including chilled, frozen, refrigerated or perishable goods either in transit or in storage whether caused by negligence, wrongful act or default of the Carrier or by any other cause whatsoever.
15. It is expressly agreed that all the rights immunities and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of carrying shall continue to have their full force and effect in the circumstances and notwithstanding any breach of the contract or of any conditions hereby the Carrier.

Wettenhall Logistics Pty Ltd

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16. The Consignor shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Carrier to be deemed reasonable or necessary in the circumstances.
17. Where by express agreement or operation of law the Carrier becomes responsible for damage to goods no claim for such damage will be allowed unless lodged in writing at an office of the Carrier in the State in which delivery was affected within seventy two (72) hours after delivery was given.
18. In respect of contract made in Queensland these conditions shall be read subject to the Carriage of goods by Land (Carriers Liability) Act 1967, of the State but except where repugnant to the provisions of the Act shall continue to apply.
19. The Carrier shall not be liable for loss or damage etc as a result of events which constitute a fundamental breach of the contract or a breach of a fundamental terra thereof.
20. Container dehiired within 96 business hours of return of empty container to Wettenhall Logistics depot.
21. No claims for demurrage and or damage will be accepted after 60 days.
22. Wettenhall Logistics Pty Ltd reserves the right to vary these terms and conditions in any way at any time without notification.