S.A.F.E. LOGISTICS OPERATIONS PTY LTD ABN: 63 160 108 234

Head Office:
Post: 30 ALLOY STREET, YATALA QLD 4207 Ph: 07 3382 0088 Fax: 07 3382 0466

QUOTE / BOOKING FORM (PLEASE INDICATE)

REQUESTED BY:	PHONE:	
DATE:		
JOB REFERENCE:		
ADDRESS:		
SUB:	**STATE:**	**P/C:**
CONTACT NAME:		
EMAIL:		

OFFICE USE ONLY	
QUOTED BY:	**QUOTE DATE:**

ACCOUNT (Already Customer)

C.O.D. ACCOUNT
(Payment Required **PRIOR** to delivery)

BARTERCARD ACC NAME:

CARD No: 6009 1261

SENDER:		
ADDRESS:		
SUB:	STATE:	P/C:
CONTACT NAME:		
PHONE:		

RECEIVER:		
ADDRESS:		
SUB:	STATE:	P/C:
CONTACT NAME:		
PHONE:		

CONSIGNMENT DETAILS – PLEASE ATTACH ADDITIONAL PAGES WHERE SPACE IS INSUFFICIENT

DESCRIPTION	SERIAL NUMBER	ITEMS	L	W	H	WEIGHT

ADDITIONAL REQUIREMENTS (PLEASE INDICATE IF RELEVANT) – CHARGES MAY APPLY

	ON PICK UP	ON DELIVERY
SPECIFIC DATE	/ /2016	/ /2016
SPECIFIC TIME	: AM / PM	: AM/PM
NARROW DOORS / HALLS	Y / N	Y / N
2 MEN	Y / N	Y / N
STAIRS / STEPS	_____ STEPS	_____ STEPS
LOW DOORWAYS	Y / N	Y / N
STEEP PLANES	Y / N	Y / N

	GENERAL INFORMATION
GLASS / FRAGILE	Y / N
INSURANCE REQ.	Y / N - REPLACEMENT VALUE OF GOODS: $
PACKAGING REQ. (PALLET, BUBBLE WRAP, SHRINK WRAP ETC.)	Y / N

ADDITIONAL INFORMATION:

TO ACCEPT THIS QUOTE AND PROCEED WITH YOUR BOOKING
PLEASE SIGN BELOW AND RETURN VIA:
FAX: 07 3382 0466 OR EMAIL BOOKINGS@TRANSOL.COM.AU
This Quote Expires 30 Days from the "DATE QUOTED" above.
Upon signing of this quote you confirm that you have read, understood and agreed to our Terms and Conditions of Trade and that you have authority to sign for acceptance of our Terms and Conditions of Trade.

BASIC TRANSPORT	
ADDITIONAL CHARGES	
FUEL LEVY @ 18%	
GST @ 10%	
TOTAL QUOTED PRICE	

_____ _____
SIGNATURE NAME

S.A.F.E. LOGISITICS OPERATIONS PTY LTD ABN: 63 160 108 234

Terms & Conditions of Trade

1. Definitions

The following terms shall have the following meaning unless the context requires otherwise:

"Client" means any person or any person acting on behalf of and with the authority of the client who requests the Carrier to arrange for the carriage of goods or for the performance of other work or services on its behalf.

"Company" means S.A.F.E. Logistics Operations Pty Ltd (ABN 63 160 108 234) its successors and assigns or any other person acting on behalf or and with the authority of S.A.F.E. Logistics Operations Pty Ltd.

"Consignment" means the goods accepted from the Client.

"Carrier" means the person whose name is pre-printed on the invoice supplied, or in the absence thereof, otherwise identified as the person with whom the client has booked or otherwise entered into a contract for the carriage of goods and includes Sub-Contractors for whom the Carrier acts as agent.

"Guarantor" means that person/s who agrees to be liable for the debts of the Client on a principal debtor basis in accordance with the Guarantee, Undertaking and Indemnity".

"Goods" means item/s, which the Company has been requested to carry or arrange to be carried on behalf of the Client or any person acting on behalf of and with the authority of the client.

"PPSA" means the Personal Property Securities Act 2009 (Cth).

"PPSR" means the Personal Property Securities Register established pursuant to the PPSA

"Price" means the amount payable for the services as agreed between the Company and the Client in accordance with clause 2 of these Terms and Conditions.

"Security Interest" includes: a lien over the Goods; the provision of the Guarantee, Undertaking and Indemnity; or an interest in a personal property provided for by a transaction that, in substances, secures payment of money or performance of an obligation (without regard to the form of the transaction or the identity of the person who has title to the property), and also includes a transaction which the PPSA treats as a security interest whether or not the transaction concerned in substances, secures payment or performance of an obligation. **"Services"** means all Services supplied by the Company to the Client (and includes, Goods, advice or recommendations) and are as described on any quotation, invoice, consignment note, manifest, or any other form as provided by the Company to the client.

"Sub-Contractor" means:

(a) railways or airways operated by the Commonwealth or any state or any other country or by any corporation; or

(b) any other person or firm whom the Company may arrange for the carriage or storage of any Goods subject to the contract; or

(c) any person who is now or hereafter a servant, agent, employee or sub-contractor of the Client or the Company.

"Terms and Conditions of Trade" means this document which sets out the terms and conditions which govern the Company's business dealings and commercial exchange with the Client.

2. Applicability

These Terms and Conditions of Trade, agreed upon pricing documents and any Credit Account Application (where applicable) apply to all Services.

3. Acceptance

3.1 Any instructions received by the Company from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Company shall constitute acceptance of these Terms and Conditions of Trade.

3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

3.3 The Client shall give the Company at least 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).

3.4 The Client shall be liable for any loss incurred by the Company as a result of the Client's failure to comply with this clause.

4. **Price and Payment**

4.1 At the Company's sole discretion the Price shall be either:

(a) as indicated on invoices in respect of Services; or

(b) the Price on the Company quotation where the quotation was accepted by the Client in writing within thirty (30) days of the date of the quotation provided by the Company.

4.2 The Company reserves the right to change the Price in the event of a variation to the Services.

4.3 The Company may by giving notice to the Client increase the Price of the Services to reflect any increase in the cost to the Company beyond the reasonable control of the Company (including, without limitation, foreign exchange fluctuations, or increases in taxes or custom duties or insurance premiums or warehousing costs).

4.4 The Company 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 be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.

4.5 At the Company's sole discretion a deposit from the Client is required prior to the provision of the Services.

4.6 Time for payment of the Services shall be of the essence and will be stated on the invoice 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 direct credit, or by any other method as agreed to between the Client and the Company.

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. **Client's Responsibility**

5.1 The Client expressly warrants to the Company 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 cartage and/or storage and by entering into this contract the Client accepts these conditions of contract for the all persons on whose behalf the Client is acting.

5.2 The Client warrants it shall:

(a) fully and accurately disclose the exact nature, weight and measurement of the Goods; and

(b) comply with all the applicable laws and regulations in respect of (without limitation) the notification, classification, description, labelling, documentation, handling, transport, storage and packaging of the Goods; and

(c) provide all necessary documentation relating to the Goods (including, without limitation, data sheets, technical information, handling instructions, and labelling) in addition to any documentation requested by the Company. The Client warrants that this information shall be true and correct, and shall comply with all regulatory requirements.

5.3 The Client shall be liable for and hereby indemnifies the Company against all loss or damage whatsoever caused by the Client failing to comply with any part of clause 5.

6. Freight Forwarding& Warehouse Storage

6.1 Except to the extent that any of the Services shall be actually performed by the Company, the Company shall act as a forwarding and warehouse storage agent only.

6.2 The Client hereby appoints the Company the agent of the Client for the purposes set out in 6.1 to enter into any contract, upon such terms and conditions, as the Company may in its absolute discretion think fit.

6.3 The Company shall be entitled to enter into contracts on behalf of and as agent for the Client and without notice to the Client, for the carriage of the Goods by any route, means and carrier, for the storage, packing, trans-shipment, unloading or handling of the Goods by any person at any place for any length of time, and for such other matters as in the opinion of the Company may be necessary or desirable to the performance of the Services.

6.4 The Company may license or sub-contract all or any part of its rights and obligations without the Clients' consent. The Sub-Contractor shall be entitled to the full benefit of these terms and conditions to the same extent as the Company. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled the Company shall be deemed to entered into this contract for its own benefit and also as agent for the Sub-Contractor.

6.5 The Client shall be bound by the terms and conditions of any consignment note, air waybill or other contractual document which the Company may receive for the Goods, or for any package, unit or container in which the Goods may be packed, whether by the Client, the Company or any other person.

6.6 The Client shall be liable for any duty, tax, impost, excise, levy, penalty, deposit or outlay of whatsoever nature levied by any government, or the authorities at any port or place in connection with the Goods.

6.7 The Client shall be liable for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith and shall indemnify the Company, its servants and agents from all claims by third parties howsoever arising in connection with the Goods.

6.8 When the Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from any consignee or any other person the Client shall remain responsible for those charges and expenses if they are not paid by the consignee or other person.

6.9 The Company's Price (including all charges) shall be deemed fully earned or delivery of the Goods and shall be paid in any event including but not limited to cargo lost, or a forced interruption or abandonment of the carriage, any forwarding of the Goods or any part thereof shall be at the risk and expense of the Client.

7. Client Indemnity

7.1 The Client hereby indemnifies the Company in respect of the Company's liability for any loss of or damage to, injury to any person, property or thing caused by, occurring during or arising out of any packing, loading, unloading, removal, assembly, erection or storage of the Goods or provisions of the Services.

7.2 The Client undertakes that no claim or allegations shall be made against any servant or agent of the Company 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 the Company and any such servant or agent against all consequence thereof.

8. Prohibited & Dangerous Goods

8.1 The Company or its authorised agent may (at the Company's sole discretion and only upon providing written approval to the client) transport or store dangerous Goods.

8.2 If the Company had agreed in writing to transport or store any dangerous Goods, the Client shall disclose to the Company the exact nature and composition of the dangerous Goods, and provide the Company with all necessary information and documentation relating to the dangerous Goods (including, but not limited to full Material Safety Data Sheets) in addition to any documentation requested by the Company.

8.3 The Client warrants that this information shall be true and correct, and shall comply with all regulatory requirements. The Client also warrants that any dangerous Goods have been packaged by the Client in accordance with any regulatory requirements for the transport or storage of dangerous Goods.

8.4 The Client warrants that the Goods are not prohibited under any Australian State or Federal Law.

8.5 If the Company has agreed in writing to transport dangerous Goods (of if the Company was not notified by the Client that the Goods are dangerous), the Client acknowledges that:

(a) the Client, and any other person delivering the dangerous Goods to the Company, or causing the Company to handle or deal with the dangerous Goods, shall be liable for any loss or damage caused by the dangerous Goods or by their nature, and shall indemnify and keep indemnified the Company against all loss, damages, claims and costs incurred by the Company in connection therewith; and

(b) the dangerous Goods may be destroyed or otherwise dealt with as determined by the Company in its absolute discretion at the expense of the Client or by any other person in whose custody they may be at the relevant time also at the expense of the Client, and neither the Company nor any such other person shall incur any liability whatsoever to the Client in relation to any action taken by them concerning the dangerous Goods.

8.6 The Client shall be solely liable for, and hereby indemnifies the Company against, all loss or damage that is incurred due to the Client not complying with any part of clause 8 (including, without limitation, failure by the Client to disclose the exact nature of the dangerous Goods, not providing the correct documentation, or the Goods being prohibited under Australian State or Federal Law). The Company's limitation of liability shall include all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against the Company or incurred or become payable by the Company.

8.7 For the purposes of clause 8 the expression "dangerous Goods" includes Goods that are noxious, hazardous, inflammable, explosive, likely to harbour or encourage vermin or other pests, or which fall within the definitions of "hazardous" or "dangerous" materials in any legislation governing carriage by rail, road, sea or air in the States and Territories of Australia.

8.8 The Company or its authorised agent will not transport or store any materials that are prohibited under any Australian State or Federal Law.

9. Transportation & Storage of Goods

9.1 If the Client instructs the Company to use a particular method of carriage whether by road, rail, sea or air the Company will give priority to the method designated but if that method cannot conveniently be adopted by the Company the Client shall be deemed to authorise the Company to carry or have the Goods carried by another method or methods.

9.2 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 the company be deemed reasonable or necessary in the circumstances.

9.3 The Goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company.
9.4 At the Company's sole discretion delivery of the Goods shall take place when:
(a) the Client takes possession of the Goods at the Company's address; or
(b) the Goods are delivered to the Client's nominated address (as supplied to the Company by the Client for that purpose) as it is expressly agreed that the Company shall be taken to have delivered the Goods in accordance with this contract if at the address the Company obtains from any person a receipt or signed delivery docket or consignment note for the Goods.
9.5 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Company shall be entitled to charge a reasonable fee for redelivery.
9.6 The Client will be and shall remain responsible to the Company for all its proper charges incurred for any reason. A charge may be made by the Company in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of the Company. Such permissible delay period shall commence upon the Company reporting for loading or unloading.
9.7 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
9.8 The failure of the Company to deliver shall not entitle the Client to treat this contract as repudiated.

10. Company Not A Common Carrier

10.1 The Company is not a Common Carrier and will accept no liability as such. All Goods carried or transported and all storage and other services performed by the Company are subject only to these Terms and Conditions.
10.2 The Company 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.

11. Insurance

The Client acknowledges that:
(a) the Company 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
(b) under no circumstances will the Company be under any liability with respect to the arranging of any such insurance and no claim will be made against the Company for failure to arrange or ensure that the Goods are insured adequately or at all.

12. Department of Agriculture Forestry and Fisheries (DAFF)

The Client acknowledges that unless otherwise expressly agreed in writing by the Company, the Services shall not include ensuring that the Goods comply with DAFF regulations, and the Client is wholly responsible for ensuring that the Goods comply with DAFF regulations.

13. Risk

The Client acknowledges and agrees that the Goods are transported or stored at the Client's own risk.

14. Limitation of Liability

14.1 The Client acknowledges and agrees that:
(a) the Company is not liable whatsoever for any loss, damage or destruction of the Goods howsoever arising (unless such loss or damage is due to the wilful neglect of the Company), nor for any instructions, advice, information or Service given or provided to the Client or any person whether in respect of the Goods or any other thing or matter;
(b) the Company's limitation of liability shall include all actions proceedings, claims, demands, liabilities, either express or implied, and all costs, losses of profit, damages and expenses whatsoever which may be taken, against the Company or incurred or become payable by the Company; and
(c) the Company shall not be liable for any consequential or indirect loss, or loss of market, or consequences of delay whatsoever, due to the failure by the Company to deliver the Goods promptly or at all, where due to circumstances beyond the control of the Company.
14.2 If the Client is a consumer for the purposes of the Competition and Consumer Act 2010, to the extent that the Act permits the Company to limit its liability for a breach of a guarantee implied pursuant to Division 1 of Part 3-2 of schedule 2 of the Act, then unless Part 6 applies the Company's liability for such breach including any consequential loss which the Client or any third party may sustain or incur shall be limited, at the option of the Company, to:
a) supplying the Services again; or
b) the payment of the cost of having the Service supplied again;
as determined by the Company in its absolute discretion.

15. Default and Consequences of Default

15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 3% above current overdraft interest rate per calendar month (and at the Company's sole discretion such interest shall compound daily at such a rate) after as well as before any judgment.
15.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Company.
15.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and client basis and the Company's collection agency costs.
15.4 Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligations (including those relating to payment), the Company may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company has exercised its rights under this clause.
15.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars ($20.00) or ten percent (10 %) of the amount due (up to a maximum of two hundred dollars ($200.00) shall be levied for administration fees which sum shall become immediately due and payable.
15.6 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment, become immediately payable in the event that:
(a) any money payable to the Company becomes overdue, or in the Company'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 agreement 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.
15.7 All Goods of the Client received by the Company shall be subject to a general lien for any monies due by the client to the Company and in the event that any account remains outstanding for a period of thirty (30) days the client shall be at liberty to sell the Clients Goods after thirty (30) days of providing written notice to the Client of the Company's intention to sell the Goods to recover any outstanding accounts, legal costs and expenses incurred by the Company due to the Client's non payment.

16. PPSA

16.1 These Terms and Conditions of Trade is a security agreement for the purpose of the PPSA.
16.2 The Client consents to the Company effecting a registration on the PPSR in relation to any Security Interest arising under or in connection with these Terms and Conditions of Trade and the Client agrees to provide all assistance required by the Company to facilitate registration. The Client appoints the Company its attorney for this purpose.
16.3 The Client shall pay on demand any losses arising from, and any costs and expenses incurred in connection with any action taken by the Company under or in relation to the PPSA.
16.4 Any notices or documents required or permitted to be given to the Company for the purposes of the PPSA must be given in accordance with the PPSA.
16.5 The Client waives the right to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA and cannot be excluded.
16.6 The Client agrees to immediately notify the Company of any changes to its name or address (as specified in the agreement).
16.7 For the purposes of section 275(6)(a) of the PPSA the parties agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, expect in circumstances required by sections 275(7)(b) to (e) of the PPSA.
16.8 If Chapter 4 of the PPSA applies to the enforcement of the Security Interest arising under or in connection with this Agreement, the Client agrees that:
(a) to the extent that section 115(1) of the PPSA allows, the following provisions of the PPSA will not apply and the Client will have no rights under them; section 95 (to the extent it requires the secured party to give notices to the grantor);section 96;section118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
(b) the following provisions of the PPSA will not apply and the Client will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2);section 135; section 136(3), (4) and (5) and section 137.
16.9 For the purposes of section 20(2) of the PPSA, the collateral is the Clients Goods including any of the Client's Goods held or retained by the Company.
16.10 The Company may in its absolute and sole discretion do any or all of the below:
(a) apply amounts received in connection with this these Terms and Conditions or Trade; or
(b) sell the Client's Goods or cargo by public auction or private treaty without notice to the Client; to satisfy obligations secured by a Security Interest.
16.11 The Company 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.

17. Cancellation

17.1 The Company may cancel any contract to which these Terms and Conditions apply or cancel delivery of Services at any time before the Services are delivered by giving written notice to the Client. On giving such notice the Company shall repay to the Client any sums paid in respect of the Price.
17.2 The Company shall not be liable for any loss or damage whatsoever arising from such cancellation.
17.3 In the event that the Client cancels delivery of Services the Client shall be liable for any loss incurred by the Company (including but not limited to, any loss of profits) up to the time of cancellation.

18. Privacy Act

18.1 The Client and/or the Guarantor/s agree for the Company to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided to the Company.
18.2 The Client and/or the Guarantor/s agree that the Company may exchange information about the Client and the Guarantor/s 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 exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
(d) to assess the credit worthiness of Client and/ or Guarantor/s.
18.3 The Client consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
18.4 The Client agrees that personal credit information provided may be used and retained by the Company for the following purposes and for other purposes as shall be agreed between the Client and the Company or required by law from time to time:
(a) provision of Services; and/or
(b) marketing of Services by the Company, its agents or distributors in relation to the Services; and/or
(c) analysing, verifying and/ or checking the Client's credit, payment and/or status in relation to provision of Services; and/or
(d) processing of any payment 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.
18.5 The Company 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; and/or
(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

19. General

19.1 If any provisions 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.
19.2 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.
19.3 The Company shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Company of these Terms and Conditions.
19.4 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Company.
19.5 The Company reserves the right to review these Terms and Conditions at any time. If, following such review there is to be any changes to these Terms and Conditions, then that change will take effect from the date on which the Company notifies the Client of such change.
19.6 The failure by the Company to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.