



STANDARD TERMS AND CONDITIONS

Effective 1 July 2018

1.0 GENERAL CONDITIONS

1.1 APPLICATION OF THIS PART

Part 1.0 shall apply to all Services provided by PAGE.

1.2 DEFINITIONS

In these Conditions:

Abandoned Goods means Goods which have not been accepted for delivery and which have remained in the possession of Page for 180 days.

Conditions mean these Standard Conditions of Contract.

Container means any container, trailer, transportable tank, pallet, flat rack, bolster or any device used to consolidate and carry cargo.

Customer means the person at whose request or on whose behalf Page provides the Services.

Dangerous Goods means dangerous goods as defined in the Australian Dangerous Goods Code, and any Goods which are dangerous, volatile, explosive, inflammable or offensive, or which may become dangerous, volatile, explosive, inflammable or offensive, or which may become harmful to any person, property or the environment whatsoever.

Goods means the cargo, baggage, Motor Vehicle or item in relation to which any part of any Services have been or are to be performed and any receptacle, Container, package, packaging, or item in or on which they are contained or with which they are stored or handled.

Government Agency means a government or government department or other body, a governmental, semi-governmental or judicial person, or a person (whether autonomous or not) who is charged with the administration of a law.

GST Law has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Invoice means a tax invoice issued under the GST Law.

Motor Vehicle means a passenger vehicle, light commercial vehicle or truck.

PAGE means the member of the Page Group with whom this contract is made.

Responsible Persons means the Customer and anyone enjoying the benefit (whether directly or indirectly) of any part of the Services whether as principal, servant or agent.

Services mean the whole of the operations provided by Page for the Customer including any and all computer systems used by Page to provide the Services.

Services Agreement means, where applicable, the agreement forming part of this contract which includes specific provisions relating to the Services.

Subcontractor means any person, and its servants or agents, who pursuant to a contract or arrangement with any other person (whether or not Page) provides or agrees to provide the Services or any part of the Services.

Tariff means Page's tariff of charges as applicable from time to time.

Temperature Controlled Goods means Goods which require temperature control.



1.3 APPLICATION

1. PAGE is not a common carrier and accepts no liability as such. PAGE reserves the right to agree or to refuse to contract with the Customer in its absolute discretion.
2. PAGE is not, and will not be deemed to be, a consignor as defined by the Road Transport Reform (Dangerous Goods) Regulations 1997 (Cth), and accepts no liability as such. The Customer authorises PAGE to name the Customer or another person as the consignor in any documentation where applicable.
3. All Services are provided by PAGE subject only to these Conditions, the conditions which are incorporated into any bill of lading, waybill or consignment note issued by PAGE, and the applicable RATE CARD and Services Agreement.
4. In the event of and to the extent of any inconsistency between these Conditions and the conditions which are incorporated into any bill of lading, waybill or consignment note issued by PAGE, the conditions in the bill of lading, waybill, consignment note or PAGE Website shall prevail.
5. All rights, immunities, indemnities and limitations of liability in these Conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of this contract or of these Conditions by Page or any other person entitled to the benefit of such provisions.
6. If any provision or any part of a provision in these Conditions is unenforceable such unenforceability shall not effect any other provision or any other part of a provision.
7. These Conditions are subject to any warranty implied by the Competition and Consumer Act 2010 to the extent to which the Act is applicable to these Conditions and prevents the exclusion, restriction and modification of such warranty.
8. PAGE shall not be bound by any agreement purporting to waive or vary these Conditions unless such agreement is in writing and signed by an authorised person.

1.4 CUSTOMER'S WARRANTIES

The Customer warrants that:

1. It is either the owner and/or the authorised agent of the person or persons owning or having any interest in the Goods or any part of the Goods and enters into this contract on its own behalf and/or as authorised agent of that person or persons.
2. The Goods are packed to withstand the ordinary risks of the Services having regard to the nature of the Goods, and the Container has been secured.
3. It has accurately and fully described the Goods and has provided all necessary instructions and information regarding handling, care and control of the Goods having regard to the nature and packaging of the Goods.
4. It has complied with the requirements of any applicable law (including the Australian Dangerous Goods Code) relating to the nature, condition, packaging, handling, labeling, storage and carriage of the Goods and it shall provide all necessary assistance, information and documentation to enable Page to comply with any of its obligations under such laws.
5. It shall not tender any Dangerous Goods or Temperature Controlled Goods for the provision of Services by Page without presenting a full description of the Goods and disclosing their nature, and where relevant, information relating to the manner in which the Services must be provided.
6. Other than a claim or allegation by the Customer against PAGE, no claim or allegation shall be made by any person (including the Customer) against any other person (including PAGE) who provides the Services or any part of the Services, which imposes or attempts to impose any liability whatsoever and howsoever arising in connection with the provision of the Services and/or the Goods.

1.5 CUSTOMER'S INDEMNITIES

Irrespective of the negligence, breach of contract or willful default of PAGE or others, the Customer shall indemnify PAGE in all circumstances arising out of the provision of the Services and/or in respect of the Goods for:

1. any loss or damage incurred by, any claim or allegation made against, or any claim for death of or bodily injury to a person made against, Page or others (other than by the Customer);
2. any misrepresentation made by the Customer to Page under this Agreement; and
3. breach by the Customer of any warranty in these Conditions or any applicable Services Agreement.

1.6 PAGE'S RIGHTS

1. PAGE may provide the Services by any method which PAGE in its absolute discretion deems fit notwithstanding any instructions of the Customer that the Services are to be supplied by another method.

PAGE may comply with any orders, directions or recommendations made by a Government Agency in relation to the Goods and/or the provision of the Services without recourse by, and at the risk and expense of, the Customer.

2. If the Customer or the receiver fails to accept delivery of the Goods, PAGE shall be entitled to store the Goods at the risk and expense of the Customer.
3. PAGE shall dispose of Abandoned Goods at the expense of the Customer in any way it deems fit and without compensation to the Customer. The Customer shall be given 14 days written notice of PAGE's intention to dispose of the Goods.
4. If, in the opinion of PAGE, the Goods are liable to become Dangerous Goods, PAGE in its absolute discretion may refuse to provide the Services, or may at any time destroy, dispose of, abandon or render harmless the Goods without compensation to and at the expense of the Customer.
5. If, in the opinion of PAGE, the Goods do not meet the requirements of all applicable laws relating to the Goods and Services, or are unsuitable to be handled by PAGE using the equipment and operating procedures normally employed by PAGE in providing the Services, PAGE in its absolute discretion may:
 - a) refuse to provide the Services in respect of the Goods or any part of them; or
 - b) take whatever measures deemed necessary at the risk and expense of the Customer to cause the Goods to comply with the requirements of all such laws or to make the Goods suitable to be handled.
7. If, in the opinion of PAGE it is necessary and reasonable to do so to render the Goods or Services in relation to the Goods safe, PAGE may open any Container, package, wrapping or document.
8. PAGE may subcontract the Services (in whole or in part) on any terms and Page is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of a Subcontractor and/or any person who is or may be vicariously liable for the acts or omissions of PAGE or a Subcontractor, each of whom shall to this extent be or be deemed to be parties to this contract.

1.7 PAGE'S LIABILITIES

1. Every exemption, limitation, condition, right, defence and immunity available to PAGE shall be available and shall extend to protect a Subcontractor or any person who is or may be vicariously liable for the acts or omissions of PAGE, or a Subcontractor.
2. PAGE accepts no responsibility for the accuracy of any part of any description of, or any declaration in relation to, the Goods on any document to which the Services relate.
3. Except as provided in clause 1.7.4, Page shall not be responsible in tort, contract, bailment or otherwise for any, or the consequences of any:
 - a) breach by the Customer of any warranty in these Conditions and/or any applicable Services Agreement;
 - b) loss of or damage to the Goods, concealed damage, deterioration, contamination or evaporation of the Goods, misdelivery of the Goods, or delay in delivering or failure to deliver the Goods; or
 - c) delay in providing or failure to provide or perform the Services.
4. Except where Part 2.0 applies to the Services, the liability of PAGE in respect of an incident is limited to supplying the Services again or to the payment of the cost of having the Services supplied again, subject to the loss of or damage to the Goods exceeding AUD500.00.
5. Except where Part 2.0 applies to the Services, any claim for loss of or damage to the Goods or relating to performance of the Services must be notified in writing to PAGE within 7 days of delivery of the Goods or Container or the date by which the Goods should have been delivered.
6. In any event, PAGE shall be discharged from all liability whatsoever unless suit is brought within 6 months of the provision of the Services, delivery of the Goods or Container, when the Services should have been provided, or when the Goods should have been delivered.

1.8 ADVICE & INFORMATION

1. PAGE shall not be responsible in tort, contract or otherwise for any, or the consequences of any, loss or damage, costs, fines or penalties incurred by the Customer or any other person resulting from or arising out of or in connection with any quotation, advice, statement, representation or information given or made by or on behalf of PAGE to the Customer or others as to the classification of or any matter material to the valuation of or the liability for the amount, scale or rate of customs and/or excise duty or other impost, tax or rate charged in respect of the Goods or cargo.
2. In giving or making such quotation, advice, statement, representation or information PAGE relies solely on the particulars provided by the Customer in relation to the Goods or cargo and in relation to the transaction(s) relating to the Goods or cargo.

1.9 CARRIAGE AND RETURN OF CONTAINERS

1. The Customer shall be responsible for the return of any Container to the person who owns or has the right of possession of a Container or its agent and the Customer indemnifies PAGE against any claims, demands or liabilities which may arise as a result of a failure by the Customer to do so.
2. PAGE shall not be responsible for the safe and proper packing and stowage of the Goods in any Container, having regard to the requirements of the Container, if such packing and stowage is done by the Customer.
3. Any Container supplied by Page shall be:
 - a) inspected by the Customer prior to packing and stowage to ensure that the Container is undamaged and suitable for carriage of the Goods; and
 - b) returned to PAGE clean and undamaged to the place and by the date nominated by PAGE, failing which the Responsible Persons shall be jointly and severally liable for demurrage which shall be charged in accordance with the applicable Tariff or Services Agreement, and for all resulting costs and expenses incurred by PAGE.

1.10 NO INSURANCE

PAGE does not hold an Australian financial services licence and, in accordance with the Corporations Act 2001 (Cth), shall not arrange or provide insurance for the Customer. The Customer must obtain and maintain its own insurance in respect of the Goods and/or the Services, which policies name and protect PAGE and its respective officers, employees and agents against any expenses, claims, demands, suits, proceedings, causes of action or loss or damages arising out of or incidental to the provision of the services or the obligations of the Customer under this agreement.

1.11 PAYMENT

1. PAGE's charges must be paid in full within 14 days of the date of the invoice issued by PAGE without discount, deduction, counterclaim or set-off, regardless of any dispute between PAGE and the Customer. In the event of a breach by the Customer of this clause 1.11.1, Page reserves the right to suspend or to refuse to provide the Services to the Customer in its absolute discretion.
2. PAGE may charge 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, re-valued or re-measured and charge proportional additional charges accordingly.
3. PAGE's charges shall be considered earned as soon as the Goods are delivered to Customer Logistics; and/or Customer Logistics consignee and under no circumstances shall those charges be refunded.
4. Every special instruction to the effect that charges shall be paid by a person other than the Customer shall be deemed to include a stipulation that if that person does not pay those charges within 7 days of the date set for payment, or if no date is set for payment within 7 days of delivery or attempted delivery of the Goods, then the Customer shall pay those charges within 7 days of being notified of that person's failure to pay.

1.12 LIEN

1. PAGE shall have the right to charge for storage and/or may remove to a warehouse or bond store the Goods, cargo or items subject to a lien at the risk and expense of the Customer.

1.13 FORCE MAJEURE

PAGE shall be released from its obligations under these Conditions to the extent that performance is delayed, hindered or prevented due to any event or circumstance beyond the control of Page.

1.14 JURISDICTION

These Conditions shall be governed and construed in accordance with the laws of Victoria and the parties submit to the exclusive jurisdiction of that State.



2.0 MOTOR VEHICLE CARRIAGE

2.1 PAGE'S LIABILITIES

1. PAGE shall not be responsible in tort, contract, bailment or otherwise for any, or the consequences of any, loss or damage to personal effects or other items in any Motor Vehicle, tarpaulins attached to any Motor Vehicle, any Motor Vehicle which cannot be moved under its own power or is in an unroadworthy condition, or damage to any Motor Vehicle caused by animal droppings, hail or airborne objects.
2. The Customer or the receiver shall inspect the Motor Vehicle upon delivery and shall immediately notify PAGE of any alleged damage to the Motor Vehicle by noting such damage on the consignment note issued by PAGE.
3. Where the Customer has indicated, at the time of entry into this contract, that they have accepted the Damage Waiver by noting such acceptance on the consignment note, the liability of PAGE is limited to loss of or damage to the Motor Vehicle subject to that loss or damage exceeding AUD \$150.00.
4. Unless notice is provided in accordance with clause 2.1.2 and clause 2.1.3 applies, PAGE shall not be responsible in tort, contract, bailment or otherwise for any, or the consequences of any, loss, damage, costs or expenses incurred by the Customer or any other person arising out of or in connection with the provision of the Services.

2.2 PAGE'S RIGHTS

Where notice is provided in accordance with clause 2.1.2 and clause 2.1.3 applies, PAGE reserves the right in its absolute discretion to:

1. nominate the person who shall repair the damage;
2. appoint a loss assessor of its own choice;
3. specify the use of either new or second-hand parts for repairs; or
4. specify the use of non-genuine replacement parts.