



## Springfield Lakes Towing & Transport Pty Ltd

atf Springfield Lakes Towing and Transport Trust

A.B.N. 86 971 201 168

PO Box 3378  
Darra QLD 4076

Telephone: 07 3172 2950

### TAX INVOICE

**INDUSTRIAL FITTINGS SALES  
17 MEDWAY STREET  
ROCKLEA**

Invoice No: 00384897

Date: 23/01/2019

Booking No:

Order/Claim:

Tow Auth No:

| Job No    | Date       | From   | To                               | Auth By | Sale Amount | GST | Total |
|-----------|------------|--|----------------------------------|---------|-------------|-----|-------|
| T0095908A | 23/01/2019 | UNIT 12//30 MC COTTER STREET<br>ACACIA RIDGE | 71 PRECISION DRIVE<br>MOLENDINAR |         |             |     |       |

Owner:

Vehicle: 20 FT SCISSOR LIFT

Trade Transfer Charge

235.00 23.50 258.50

235.00 23.50 258.50

**TOTAL GST INCLUDED: 23.50**

**TOTAL: 258.50**

**PAID: 0.00**

**BALANCE DUE: 258.50**

#### How To Pay

##### BY Direct Deposit

Account Name : Springfield Lakes Towing and Transport Pty Ltd  
BSB: 633 000 Account Number : 146 721 774  
Please email remittance advice to  
office.springfieldtowing@gmail.com

**Please note new address details**

##### By Cheque

Please Post Cheque and Remittance advice to:  
PO Box 3378  
Darra QLD 4076

**Thankyou for your business**

# Springfield Lakes Towing and Transport - General Terms and Conditions of Cartage

## 1. Definitions

1.1 "Carrier" shall mean Springfield Lakes Towing & Transport Pty Ltd ATF Springfield Lakes Towing & Transport Trust T/A Springfield Lakes Towing and Transport and its successors and assigns or any person acting on behalf of and with the authority of Springfield Lakes Towing & Transport Pty Ltd ATF Springfield Lakes Towing & Transport Trust T/A Springfield Lakes Towing and Transport.

1.2 "Sub-Contractor" shall mean and include:

- (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 entity with whom the Carrier 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 the Carrier'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 the Carrier's Services, or for storage by the Carrier.

1.6 "Services" shall mean all services supplied by the Carrier 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 of area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transshipping, 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 the Carrier 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 the Carrier 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 however arising, is limited to any of the following as determined by the Carrier:

- (a) replacing the Services; or
- (b) supplying the Services again; or
- (c) paying for the Services to be supplied again.

2.4 If the Carrier 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 the Carrier 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. Price and Payment

3.1 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 thirty (30) days following the date of the invoice.

3.2 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such tax is expressly included in any quotation given by the Client.

## 4. The Carrier Not A Common Carrier

4.1 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 body, and the carriage or transport of any class of articles at its discretion.

## 5. Client-Packed Containers

5.1 If a container has not been stowed by or on behalf of the Carrier the Carrier 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.

## 6. Route Deviation

6.1 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 the Carrier be deemed reasonable or necessary in the circumstances.

## 7. Dangerous Goods

7.1 Unless otherwise agreed in advance in writing with the Carrier 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 the Carrier for all loss or damage whatsoever caused by any Dangerous Goods.

## 8. Consignment Note

8.1 It is agreed that the person delivering any Goods to the Carrier for carriage or forwarding is authorised to sign the consignment note for the Client.

## 9. Client's Responsibility

9.1 The Client expressly warrants to the Carrier that:

- (a) 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 Consignee as well as for all other persons on whose behalf the Client is acting; and
- (b) the Goods are fit for carriage and have been suitably packaged for that purpose; and
- (c) the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Client are correct; and
- (d) the Client has accurately completed and supplied a container weight declaration form (where required by law); and
- (e) access to the removal and delivery points for the Goods is suitable for the Carrier's vehicles; and
- (f) the Client shall be responsible for the loading and unloading of any Goods that consist of any machinery for which a licence to operate is required.

## 10. Delivery

10.1 The Carrier is authorised to deliver the Goods at the address given to the Carrier by the Client 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 the Carrier obtains from any person a receipt or a signed delivery docket for the Goods.

10.2 The Carrier 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 the provisions in this contract.

10.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery for the purposes of this agreement.

10.4 It is the Client's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery.

10.5 In the event that the nominated place of delivery is unattended, or if delivery cannot otherwise be effected by the Carrier, or if the Consignee fails to take delivery of the Goods for any reason, the Carrier may, at the Carrier's sole discretion, either deposit the Goods at the nominated place, or elect to store the Goods. If the Carrier elects to store the Goods, the Client shall indemnify the Carrier for all costs and/or expenses incurred by the Carrier as a result of such storage and/or redelivery.

10.6 Any time specified by the Carrier for the delivery of Goods is an estimate only and the Carrier will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that the Carrier is unable to deliver the Goods as agreed solely due to any action or inaction of the Client then the Carrier shall be entitled to charge the Client any additional costs incurred by the Carrier as a direct consequence of any resultant delay or rescheduling of the delivery.

## 11. Storage

11.1 Where Goods are stored by the Carrier, the Client shall:

- (a) provide the Carrier with an address for notices; and
- (b) provide the Carrier with samples of the signatures of persons entitled to collect the Goods; and
- (c) give the Carrier a minimum of forty-eight (48) hours' notice of the Client's intention to remove the Goods from storage; and
- (d) remove the Goods from storage within seven (7) days were requested by the Carrier.

## 11.2 The Carrier:

- (a) may remove the Goods from one storage location to another storage location (at the Carrier's sole discretion); and
  - (b) will not be obliged to deliver the Goods to any person other than to the Client or to a person authorised by the Client to receive the Goods without:
- (i) written authorisation from the Client; and
  - (ii) payment of all amounts due by the Client to the Carrier on any account.

## 12. Loss Or Damage

12.1 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) the Carrier 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 the Carrier 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 the Carrier 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 the Carrier in connection with the Goods.

## 13. Insurance

13.1 The Client acknowledges that:

- (a) the Goods are carried and stored at the Client's sole risk and not at the risk of the Carrier; and
- (b) the Carrier 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) under no circumstances will the Carrier be under any liability with respect to the arranging of any such insurance and no claim will be made against the Carrier for failure to arrange or ensure that the Goods are insured adequately or at all.

## 14. Claims

14.1 Notwithstanding clauses 12 and 13 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.

14.2 The failure to notify a claim within the time limits under clause 14.1 is evidence of satisfactory performance by the Carrier of its obligations.

## 15. Default & 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 two and a half percent (2.5%) per calendar month (and at the Carrier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

15.2 If the Client owes the Carrier any money the Client shall indemnify the Carrier from and against all costs and disbursements which are the possession or control of the Carrier in recovering the debt (including but not limited to incidental administration fees, legal costs and own client basis, the Carrier's collection agency costs, and bank dishonour fees).

15.3 Further to any other rights or remedies the Carrier may have under this contract, if a Client has made payment to the Carrier by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Carrier under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

## 16. Carrier's Rights To A Lien On Goods

16.1 The Carrier 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 the possession or control of the Carrier (including any documents relating to those Goods) for all sums owed at any time by the Client or a third party owner to the Carrier (whether those sums are due from the Client on those Goods or documents, or on any other Goods or documents), and the Carrier shall have the right to sell such Goods or cargo by public auction or private treaty after giving notice to the Client. The Carrier 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 retain any surplus to the entitled person.

16.2 Notwithstanding clause 16.1 nothing shall prejudice the Carrier's rights to use any of the Carrier'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 16.1 and no exception shall be taken upon the grounds that the Price realised is less than the full market value of the Goods.

## 17. Personal Property Securities Act 2009 ("PPSA")

17.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

17.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement under the PPSA and creates a security interest in all incidental items and/or collateral (account) - being a monetary obligation of the Client to the Carrier for Services - that have previously been supplied and that will be supplied in the future by the Carrier to the Client.

17.3 The Client undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Carrier may reasonably require 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 17.3(a)(i) or 17.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, the Carrier 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 Incidental Items charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of the Carrier; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items and/or collateral (account) in favour of a third party without the prior written consent of the Carrier.
- 17.4 The Carrier 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.
- 17.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 17.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 17.7 Unless otherwise agreed to in writing by the Carrier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 17.8 The Client must unconditionally ratify any actions taken by the Carrier under clauses 17.3 to 17.5.
- 17.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

## 18. Privacy Act 1988

18.1 The Client agrees for the Carrier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Carrier.

18.2 The Client agrees that the Carrier may exchange information about the Client with those credit providers and with related body corporates 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 creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 18.3 The Client consents to the Carrier being given a consumer credit report to collect overdue payment on commercial credit.
- 18.4 The Client agrees that personal credit information provided may be used and retained by the Carrier for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Services; and/or
  - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
  - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (d) enabling the collection of amounts outstanding in relation to the Services.

18.5 The Carrier may give information about the Client to a CRB for the following purposes:

- (a) to obtain a consumer credit report;
  - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 18.6 The information given to the CRB may include:
- (a) personal information as outlined in 18.1 above;
  - (b) name of the credit provider and that the Carrier is a current credit provider to the Client;
  - (c) whether the credit provider is a licensee;
  - (d) type of consumer credit;
  - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
  - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Carrier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - (g) information that, in the opinion of the Carrier, the Client has committed a serious credit infringement;
  - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 18.7 The Client shall have the right to request (by e-mail) from the Carrier:
- (a) a copy of the information about the Client retained by the Carrier and the right to request that the Carrier correct any incorrect information; and
  - (b) that the Carrier does not disclose any personal information about the Client for the purpose of direct marketing.
- 18.8 The Carrier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 18.9 The Client can make a privacy complaint by contacting the Carrier via e-mail. The Carrier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au)

## 19. Cancellation

19.1 The Carrier 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. The Carrier shall not be liable for any loss or damage whatever arising from such cancellation.

19.2 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 the Carrier (including, but not limited to, any loss of profits) up to the time of cancellation, or as a direct result of the cancellation.

## 20. General

20.1 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.

20.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

20.3 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 that state.

20.4 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 Carrier.

20.5 The Carrier 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 the Carrier notifies the Client of such change. Except where the Carrier supplies further Services to the Client and the Client accepts such Services, the Client shall be under no obligation to accept such changes.

20.6 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.

20.7 The Client hereby authorises the Carrier (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 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 a contract with the Sub-Contractor and also agent for the Carrier in relation to the carriage of the Goods.

20.8 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.

20.9 The failure by the Carrier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Carrier's right to subsequently enforce that provision.

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

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