

## Terms & Conditions of Carriage

- 1 a) These Conditions of Contract shall apply to all contracts in respect of which the Client has requested Leader Removals to arrange for the carriage of Goods or the performance of other work or services on its behalf. These Conditions shall also apply to any dealings between the Leader Removals and its Contractors as defined in clause 2.
- 1 b) The Client acknowledges that Leader Removals acts as agent for every Contractor referred to in these conditions in procuring the Client's business and that Leader Removals has disclosed that fact to the Client prior to the Client entering into any contract
- 1 c) By entering into this contract the Client and the Contractor also accept these Terms and Conditions on behalf of all other persons on whose behalf they are acting.

### Definitions and Guarantees

In this agreement:

- 2 a) "Client" shall mean the person who requests Leader Removals to arrange for the carriage of goods or for the performance of other work or services on its behalf. By entering into this contract the Client also accepts these terms and conditions on behalf of all other persons on whose behalf the Client is acting and where the Client is an incorporated body the directors of the Client guarantee its performance.
- 2 b) "Contractor" shall mean any person who has appointed Leader Removals as agent to find work on behalf of that person. By entering into this contract the Contractor also accepts these terms and conditions on behalf of all other persons on whose behalf the Contractor is acting and where the Contractor is an incorporated body the directors of the Contractor guarantee its performance.
- 2 c) "Leader Removals" includes servants, agents and sub-contractors of Leader Removals and in the case of contracts entered into between Leader Removals and a Client includes Contractors introduced to the Client by Leader Removals either as their agent or otherwise.
- 2 d) "Goods" shall mean any goods which the CLIENT has requested to be carried or arranged to be carried.
- 2 e) Person shall include any servant or agent or "Associate" of that person.

### Interpretation

- 3 a) Any provision of this agreement which is capable of being interpreted as being void, voidable illegal or unenforceable, shall not be so interpreted if at all possible, and shall otherwise be severed to the minimum extent necessary with the remainder of the agreement remaining in force.
- 3 b) All the rights, immunities and limitations of liability in the above Conditions of Carriage shall continue to have their full force and effect in all circumstances, notwithstanding any breach of contract (including fundamental breach of contract) or any condition thereof by Leader Removals.
- 4 Leader Removals is NOT A COMMON CARRIER and will accept no liability as such. All goods are carried by Leader Removals subject only to these conditions and Leader Removals reserves the right to refuse to carry any Goods.
- 5 a) Leader Removals shall calculate its charges to Clients and Contractors in accordance with its rates as amended from time to time. Charges and Quotations to Clients are calculated on the basis of information supplied by the Client as to the nature and quantity of items to be moved and as to any difficulties in gaining access at the pickup or delivery locations, and additional charges will become payable if the information supplied is incorrect, inadequate or inaccurate.
- 6 a) Leader Removals shall have the right to defer or refuse delivery at the Client's expense should it become apparent that the Client is unwilling or unable to pay any due charges in the required form or at the required place or time.
- 6 b) If any person fails to pay, or indicates any inability or unwillingness to pay the total charges that in the opinion of Leader Removals are due to Leader Removals in respect of any services rendered by Leader Removals under this contract or any previous contract, Leader Removals may retain any COD Monies and may seize and retain and sell all or any of the Goods of that person or carried on behalf of that person which are or come into its possession. If such charges have been outstanding for a period of 28 days, Leader Removals may give 14 days written notice by certified or registered mail to the last known address of the client of intention to sell, and if the amount owing is not paid within that period may SELL ALL OR ANY OF THE GOODS by public auction or by private treaty and out of the monies arising retain charges so payable and all charges and expenses of the detention and sale and shall pay the surplus, if any, to the person entitled to it. Any such sale shall not prejudice or affect charges due or payable in respect of such service or the said detention or sale.

### Terms relating to the Carriage of Goods

- 7 a) The Client expressly warrants that the Client is either the owner or the authorised agent of the owner of any Goods or property the subject matter of this contract.

- 7 b) Goods are accepted by Leader Removals on the condition that they comply with the requirements of any applicable law relating to the nature condition and packaging of the Goods, and without limiting the generality hereof: i) that the Client notifies Leader Removals whenever the Dangerous Goods Act 1985 (Vic) (DGA) applies to any Goods and guarantees that all requirements of the DGA have been met, and ii) that the goods are fully described in writing on all relevant paperwork, including their name and nature, and in the case of goods to which the DGA applies, are accompanied by a consignment note that complies with the Act.
- 7 c) The method, route and time by which the work or services under this contract are performed shall be at the absolute discretion of Leader Removals notwithstanding any directions of the Client to the contrary.
- 7 d) The Client shall provide an authorised representative who will be responsible for ensuring that the correct goods are loaded and whether or not such a representative is provided the Client shall pay all additional charges whatsoever resulting from the movement of incorrect goods or non movement of goods that the Client intended to have moved.
- 7 e) If there is no-one in attendance at the place for delivery of the Goods Leader Removals shall be entitled at its discretion to leave the Goods at that place or to return at a later time until delivery is effected, storing the Goods at any convenient place in the meantime, and the Client agrees to pay any additional charges incurred thereby to Leader Removals.

#### No Liability for Loss or Damage

- 8 a) Save as expressly provided hereunder Leader Removals shall not be liable to the Client for any loss or damage suffered by the Client directly or indirectly caused by:
- i) a misdelivery, delay in delivery or non-delivery of Goods;
  - ii) the carriage of Goods by a route other than the shortest or usual route;
  - iii) any damage loss or destruction to Goods whilst in the possession of Leader Removals whether in transit (which, without limiting the generality thereof includes any handling, installation, removal, assembly or erection of any kind) or in storage or after they have been delivered or misdelivered;
  - iv) any failure to collect Cash on Delivery (COD) on behalf of the Client; and this clause shall apply whether or not any such occurrence was due to any wilful, fraudulent negligent or other act or omission of Leader Removals.
- 8b) For the purpose of clause 8a), "loss or damage" shall include all or any direct or consequential loss or damage to the Client whatsoever and howsoever arising and without limiting the generality of the foregoing includes loss of profits, liabilities of the Client to third parties (whether actual or contingent) the cost of repair or replacement of Goods and the cost of collecting and redelivering Goods.
- 8 c) The reference in clause 8a) to damage or to loss and destruction of goods shall include damage loss or destruction caused by: i) fire, overturning, collision or other road or rail accident involving the conveying vehicle, ii) theft, or iii) mishandling, incorrect loading or unloading or stowage of any vehicle, the method by which it is driven or through any other cause whatsoever
- 8 d) The Client and the Contractor INDEMNIFY Leader Removals against any action claim suit fine or demand brought by any third party, the Client or the Contractor against Leader Removals as a result of or in connection with any of the events listed in this clause or clause 7 OR, as a result of a breach by the Client or the Contractor of any term of this contract; and this indemnity shall extend to the solicitor client costs of Leader Removals in defending any action and in enforcing this indemnity.
- 8 e) For the purpose of this clause and clause 7 Leader Removals enters into this agreement both in its own right and as agent and trustee for any Contractor, sub-contractor servant or agent of Leader Removals and the exclusions from liability and the indemnities contained in these clauses shall extend to and enure for their benefit PROVIDED THAT this clause shall not be construed as imposing or implying any additional liability on those persons to any person for any reason.

#### Trade Practices Act

9. Nothing herein shall be construed as having the effect of in any way excluding, restricting or modifying any warranty express or implied by virtue of the provisions of the Trade Practices Act (1974 as amended), but otherwise all warranties and conditions to the maximum extent allowed by law are hereby negated and excluded.

#### Transit Protection Options

- 10a) In the event of the Client agreeing to make an additional payment for Transit Protection, Leader Removals agrees to accept an increased level of responsibility for damage, loss or destruction of the goods in the event of some or all of the occurrences listed in clause 8 (c).
- 10b) The level of increased responsibility accepted will depend upon the pre-agreed Increased Responsibility Option (IRO) selected by the Client prior to the commencement of any contract for the carriage of Goods, and upon the Client agreeing to make the payment required by Leader Removals for it to accept an Increased Responsibility.

- 10c) Where the Client requests Leader Removals to accept Increased Responsibility for all or any of the events listed in sub-clauses 8 (c) (i) , 8 (c) (ii), or 8 (c) (iii), or for such other events as may be agreed from time to time, then the relevant sub-clause or sub-clauses shall not apply to this agreement.
- 10d) Where the Client selects an Increased Responsibility Option (IRO) the Client agrees to notify Leader Removals in writing of any claims or potential claims within seven days of the event that caused the damage, loss or destruction of the Goods and that unless otherwise agreed in writing, the first \$200 of any claim shall be payable by the client and the maximum amount claimable per IRO option taken out.
- 10e) LIMITATIONS applicable to Transit Protection options:
- i) The Client must notify Leader Removals in writing prior to pickup if the value of any single item is over \$1,000.
- ii) Any Increased Responsibility accepted for pairs or sets of items is limited to the repair or replacement of the lost or damaged part without reference to any special value that such item may have as part of such pair or set.
- iii) Any liability resulting from the acceptance of an increased level of responsibility relating to furniture, antiques, jewellery, collections, documents, works of art and the contents of individual cartons with a value of over \$250 is limited to \$250; or \$500 if nominated in writing prior to pickup, or as expressly agreed prior to uplift.
- iv) The increased level of responsibility does not extend to plants, animals, accidental damage to the contents of self packed cartons nor to electrical derangement of electrical goods.
- v) The increased level of responsibility does not extend to loss or damage due to the nature, characteristics or inherent vice of any item making it susceptible to damage as a result of normal transit handling, road trauma or atmospheric conditions.
- 10f) In the event of loss or damage or destruction, Leader Removals will pay to the Client the reasonable costs of repair or restoration or an amount based on replacement cost less an allowance for age, condition, wear & tear. (Leader Removals will not pay on the basis of "new for old").
- 10g) Where the amount paid to Leader Removals for an Increased Responsibility option is based on a consignment valuation that is less than the full value of the total consignment, then any compensation for damage, loss or destruction will be made only in the same reduced proportion.
- 10h) Leader Removals will not accept an increased level of responsibility whilst goods are in storage, other than storage required as part of the normal transit process, unless independently agreed to in writing prior to pickup.
- 10i) Save as expressly provided in this clause, nothing in this clause shall operate in any way to extend the liability of Leader Removals or to vary clauses 7, 8 and 9.
- 10j) Fraud or attempted fraud shall void all of Leader Removals obligations resulting from the selection of an Increased Responsibility option and our acceptance of an increased level of responsibility and all attendant consequences both legal or otherwise.