

# VTRANS

## Standard Terms and Conditions of Contract

**The Terms and Conditions on the website for our services mean you have accepted the policy.**

VTRANS Pty. Ltd. is not a common carrier and do not accept any liability as a common carrier. We may refuse to provide any service to you for any reason.

This contract is between you (“you” or “your”) and VTRANS Pty. Ltd. (“VTRANS”, “us”, “we” or “our”). This Contract states the terms on which we will supply services to you and is not negotiable.

### 1. Definitions

- 1.1 “Charges” means our quoted Charges for the Services provided to your or other agreed rates, taxes, duties and government Charges levied on the Services.
- 1.2 “Conditions” mean these Standard Terms and Conditions of Contract.
- 1.3 “Container” means any container, trailer, transportable tank, pallet, flat rack, bolster or any device used to consolidate and carry cargo.
- 1.4 “Customer” means you, the customer specified in the booking confirmation.
- 1.5 “Dangerous goods means goods that are classified as dangerous by either the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code or if they might injure or damage people, property or the environment. They include goods that are or may become corrosive, poisonous, explosive, flammable, volatile or radioactive but excludes goods that are inherently part of that vehicle, for example petrol contained in the vehicles petrol tank or LP Gas connected to the vehicle.
- 1.6 “Force Majeure Event” means circumstances outside our reasonable control causing delays or inability, wholly or in part, to perform any obligations under this Agreement, including without limitation, fire, storm (including hail), flood, earthquake, wildlife impact, explosion, accident, road or rail closures, road works, breakdown of equipment or infrastructure, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labour dispute or shortage, act or omission of any third party, person or public authority. Which can result in re-location use of the vehicles to be driven to its destination.
- 1.7 “Goods” means the vehicle or item in relation to which any services have been or are to be performed by VTRANS.
  - 1.8 “Services” means all services supplied to you in any capacity by VTRANS in anyway whatsoever connected with or concerning the Goods as forwarding agent, shipping agent, forwarder, storer, carrier or bailee and can be re-location use of the vehicles to be driven to its final destination.
  - 1.9 “Subcontractor” means any person, and its servants or agents, who pursuant to a contract or arrangement with any other person (whether or not VTRANS) provides or agrees to provide the Services or any part of the Services can be re-location use of the vehicles to be driven to its final destination.
- 1.10 “Vehicles” means any vehicles accepted from you or on your behalf by VTRANS, including cars, light commercials, heavy commercials, trailers, motor bikes, boats or caravans.

### 2. Services

- 2.1 VTRANS cannot and does not guarantee any delivery or pick up or transit time and that the times and/or dates of any scheduled or proposed pickup or delivery may vary.
- 2.2 You understand that any vehicle pick-up and drop-off times/dates provided may vary because service timing can be affected by means outside the control of VTRANS. Therefore, any pickup and delivery times/dates and anticipated transit times communicated to you are estimates only and are not binding on VTRANS. Transit times may vary due to peak periods, full loads of trucks, acts of nature and other unforeseen circumstances.

- 2.3 You understand that VTRANS does not and cannot guarantee delivery times as transit times can vary and therefore any timeframes, days or dates are provided as estimates only. In general, VTRANS estimates that the delivery will be made within 14 to 90 days from the date of the vehicle being collected as worst-case Est.

### **3. Subcontract**

3.1 We may, for lawful reasons, use a sub-contractor to undertake the whole or any part of the Services and can be re-location use of the vehicles to be driven to its final destination. , but if we do so, we will continue to be responsible to you for the performance of the Services.

3.2 Any provisions in these conditions which limit our liability also apply to our subcontractors, Our employees and the employees of our Sub-contractors. For the purposes of this sub-clause, we are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

### **4. Your Promises**

4.1 You promise us that:

- a) You are either the owner or the authorised agent of the owner of the Vehicle and have authority to enter into the Services Agreement;
- b) You have fully and accurately described the Vehicle (and its value where required) including appropriate handling instructions.
- c) If any breakdowns are to occur the Vehicles can be re-located using the vehicles to be driven to its final destination.
- d) All information you have provided to us is accurate and true and that you will provide us with any further information we reasonably require for the purpose of providing the Services to you.
- e) Any accessories (other than permanently factory fitted accessories), including but not limited to aerials, personal items, and effects, have been removed from the Vehicle. Such accessories are at your risk at all times, and we exclude all liability for any loss or damage caused to them.
- f) the Vehicle:
  - (i) can be safely handled and transported.
  - (ii) can be moved under its own power.
  - (iii) has working brakes, windows are intact and there are no loose panels; and
  - (iv) has a minimum ground clearance of 15 centimetres (unless otherwise agreed in writing);
- g) You will comply with any directions, procedures or policies advised or notified by us or our associates to you or your associates with respect to packing, loading, or unloading of the Vehicle or entry into, use of or egress from a site.

### **5. Performance and Delivery**

- 5.1 You are responsible for ensuring that the collection and delivery locations are accessible at the times agreed for the collect or delivery service and are reasonably suitable for the collection or delivery of the Goods.
- 5.2 You guarantee that you have removed all personal effects from the vehicle, with the exception of a child restraint seat (but not a booster seat) which is properly fastened or affixed to the interior of the vehicle in accordance with the requirements of the law
- 5.3 You guarantee that any personal effects in the vehicle comply with the terms of this Contract. Notwithstanding any other term of this Contract, you bear all risk of loss or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle. We allow personal items in the vehicles, at the owner's own risk, and vehicle must have full clear vision under the windows of the vehicle for the drivers loading that can see clearly.

- 5.4 You agree you will not engage VTRANS or any of its staff or representatives in any domestic dispute relating to vehicle ownership or possession, and to not hold VTRANS responsible or liable in any way for any personal or domestic issues (including any costs relating to your personal or domestic issues) that you experience while we are conducting the services you have engaged us to provide.
- 5.5 If VTRANS becomes aware of any damage to or deterioration of Goods whilst in its possession or under its control, VTRANS will promptly notify you and, to the extent reasonably practicable, will quarantine the affected Goods to allow you to inspect them. You and VTRANS must use reasonable endeavours to agree as to what to do with the quarantined Goods.
- 5.6 VTRANS will collect the Goods from, and deliver the Goods to, the locations and persons specified in the booking confirmation or, if relevant, the Bill of Lading or consignment note.
- 5.7 We will attempt to deliver to the address nominated by you. Delivery is deemed to be effect when we receive a signed receipt or delivery docket.
- 5.8 You understand, if the delivery location is unattended or not reasonably accessible or delivery of the Goods is refused, delivery will be deemed to have occurred and VTRANS may at our own discretion elect to (at your own cost) redeliver at another time, or require you to collect the vehicle from an address notified by us, or deposit the Goods at the delivery location, or store the Goods.
- 5.9 You give VTRANS the authority to:
- a) use any method for handling, transporting, or storing the vehicles. We will give priority to any instructions given by you, but if such instructions cannot be followed, we will use another method.
  - b) deviate from any usual route of transport or place of storage.
  - c) claim a general or particular lien over the vehicles, and any documents relating to them, for outstanding payments relating to those vehicles which are to be handled, transported or stored on your behalf.
  - d) sell any vehicles held by us for outstanding payments by public auction or private sale without any notice to you.
  - e) deduct or set off from any payment due to you any outstanding amount or payment that you have owing to us.
  - f) conduct a physical search or inspection of any personal effects in the vehicle. You must comply with all search requirements that may be required by our staff upon dropping off your vehicle.
  - g) remove or reposition your personal effects or otherwise direct you to do so in such manner as we reasonably see fit; and
  - h) refuse to accept your vehicle if we deem the personal effects are dangerous, not packed correctly, are not within weight restrictions or dimensions, or otherwise do not comply with the terms of this Contract.
  - i) VTRANS will not accept abusive, threatening, or violent behaviour. When you behave this way, our staff don't feel safe and can't help you.  
If you're aggressive, we may ask you to leave our premises, terminate the call with you or even terminate your contract.
  - j) If you report the vehicle or items as stolen, the contract that you have entered transportation of the vehicle is immediately terminated and no refund is given. No contracted driver, company driver, truck or other client vehicle will be in jeopardy for one vehicle.

## **6. Payment Methods and Obligations**

- 6.1 VTRANS Charges are payable as soon as we collect the vehicles from you, or the address nominated by you and you must pay the Charges prior to VTRANS commencement of the services unless VTRANS agrees otherwise.
- 6.2 Charges must be paid by EFT or by Bank Deposit into the account identified by VTRANS in the booking confirmation.

- 6.3 You must pay the Charges in relation to the transport of the vehicles unless the sender (where you are not also the sender) or the receiver pays them. If another person is nominated in the Booking Form as paying the Charges, you promise that person will pay. In the event that this other person nominated in the Booking Form fails to pay the 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 you shall pay those Charges within 7 days of being notified of that person's failure to pay.
- 6.4 If you do not pay the Charges by the due date for payment, VTRANS may suspend the provision of the Services until the Charge has been paid or may, on 7 days' notice, terminate this agreement.
- 6.5 You will be charged a cancellation fee if you book and then cancel our Services. Our cancellation conditions and associated fees/refunds are strictly as follows: For all cancellations an administration fee of \$150 applies and will be deducted if any refund money is due.
- If the cancellation is made within 24 hours of the booking via in writing by email only, a refund of 50% of the service fee paid will be made available.
- If the cancellation is made within 24 to 48 hours of the booking via in writing by email only, a refund of 20% of the service fee paid will be made available. If the cancellation is made outside of 48 hours of the booking via in writing by email only, no refunds will be made available.
- 6.6 VTRANS may charge by weight, measurement or value. Any additional expenses we incur as a result of any incorrect declaration by you of the size, quantity, description or modification to the standard of the vehicles, such as bull bars, lowered suspensions, roof racks, etc. will be charged and payable by you.
- 6.7 Western Australia (WA) Customers must keep in mind that there will be a \$64.50 charge per 15 minutes of inspection with Quarantine Inspectors. This fee is charged by the Government of Western Australia 'Department of Agriculture and Food' and is necessary under the Biosecurity and Agriculture Management Act 2007. The Act requires that all vehicles being transported are cleaned to a high standard including an open-air blast as well as cleanliness under the spare tire. This high standard clean is essential for all vehicles if they are to pass quarantine. This requirement also applies to any personal affects left inside vehicles. If personal items are not seen to be in a high cleanliness standard (as determined by the Quarantine Inspector), they will be quarantined. Any quarantined matters and the costs associated are your full responsibility.

## **7. Dangerous Goods**

- 7.1 Dangerous Goods cannot be accepted for transportation.
- 7.2 You promise that no dangerous goods have been placed in the vehicles.
- 7.3 Whether or not you have told us that any goods are dangerous, you agree that if we consider on reasonable grounds that the goods may cause injury or damage, at your cost we may do anything appropriate to deal with the dangerous goods, including disposing of or destroying them. We will not be liable to you for any loss or damage you may incur by reason of our actions under this paragraph. You will always bear all risk of loss or damage arising in connection with a breach of this paragraph by you.
- 7.4 You will be liable for any loss or damage caused to our property or other parties' property as a result of or in connection with your breach of this paragraph 6.3.

## **8. Goods and Services Tax**

- 8.1 Unless expressly stated, all prices or other sums payable or consideration to be provided under this agreement are inclusive of GST.
- 8.2 If GST is payable, on any supply made under this agreement, the recipient of the Goods will pay VTRANS and amount equal to the GST payable on the supply. The recipient must pay this amount in addition to and while the consideration for the supply is to be provided.

## **9. Insurance**

- 9.1 Although we do take all precautions to ensure the safety of the vehicles but due to factors beyond our control, we cannot guarantee the security of the vehicles stored at either of these depots or in transit. We strongly recommend you obtain your own insurance to cover any loss or damage incurred during storage or transportation.
- 9.2 You acknowledge that we do not provide insurance in respect of the Vehicle and that you are responsible for obtaining any insurance you require relating to the Vehicle.  
Under the Australian insurance, laws mean that we cannot technically provide vehicle owners with insurance because we do not hold a Financial Services License.  
Instead, we advise you to contact your CTP provider to get full transit insurance on your vehicle in transit. The company is not liable for any damages under the policy clause that you have entered upon payment of the services.

## 10. Liability

- 10.1 VTRANS liability in respect of any vehicle **EXCLUDES THE FOLLOWING:**
- a) Pre-existing damage, hail damage, insect damage, bird or bat droppings, stone chips, loss, or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle, loss or damage to the vehicle other than whilst in the care, custody and control of VTRANS, mechanical or electrical derangement, or loss or damage caused in connection with a Force Majeure Event.
- 10.2 VTRANS accepts that subject to your common law and statutory rights and the provisions under the Australian Consumer Law - we are not liable for any service cancellation, damage, theft, injuries, or death caused by an incident beyond our reasonable control, including natural causes nor an incident self-inflicted, or as a result of negligence by you.
- 10.3 Subject to your statutory rights under the Australian Consumer Law or any Common or Statute Law, we are subject for loss suffered by you as a result of:
- a) Our negligence if it causes personal injury, loss, or death; or
  - b) A serious breach of this agreement by us, if that loss was reasonably foreseeable at the time;
  - c) Subject to above, and to the extent permitted by law, you release and discharge VTRANS and its related corporations in all forms of direct, special, indirect or consequential loss or damage (including loss of profits, data, damage or injury that may have been or supposed to have been in the contemplation of the parties as at the date of this agreement) arising out of a service or goods supplied.
- 10.4 We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this agreement or to a reasonable standard or breach any duties imposed on us by law (including if we cause the death or personal injury to you by our negligence) unless that failure is attributable to:
- a) your own fault (including self-harm).
  - b) a third party unconnected with our provision of services under this agreement; or
  - c) events which neither we could have foreseen or forestalled even if we had taken all reasonable care.
- 10.5 For consumers, our services come with non-excludable guarantees under the ACL that they will be provided with due care and skill and be reasonably fit for their purpose. You are entitled, at your option, to a refund or supply of the services for a major failure and to compensation for any other loss. For further information see: [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au)

## 11. Confidentiality

- 11.1 To the extent that one party receives information from the other party which is inherently confidential in nature, the

receiving party agrees not to disclose such information to a third party without the authority of the disclosing party, except to the extent permitted by law or otherwise in circumstances where such information had entered the public domain.

## **12. Privacy**

- 12.1 To the extent that we collect personal information from you pursuant to this Contract, including credit card information, such information will be handled in accordance with our privacy policy. Our privacy policy can be accessed on our website <https://www.vtrans.com.au/services#TermsandConditions/> and the terms are deemed to be incorporated into this agreement.
- 12.2 To the extent that you collect personal information from us pursuant to this Contract, you undertake to handle and process such information strictly in accordance with the Australian Privacy Principles.

## **13. Force Majeure Event**

- 13.1 If a party is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure Event affecting that party, then that party's obligation to perform in accordance with this Contract (except where there is an obligation to pay for a service that has been rendered) will be suspended for the duration of the delay arising out of the Force Majeure Event or waived to the extent applicable.
- 13.2 As soon as possible after a Force Majeure Event arises, the party affected by it must, if it has not already done so, notify the other party of the Force Majeure Event and the extent to which the notifying party is unable to perform its obligations under this Contract.

## **14. Termination**

- 14.1 Either party may immediately suspend or terminate the Services Agreement by written notice to the other party if the other party:
- a) fails to pay any amount owing or otherwise breaches a material provision of the Services Agreement and fails to remedy such non-payment or breach within 7 days of receiving notice to do so; or
  - b) becomes insolvent or bankrupt or has an administrator, receiver, liquidator, manager, trustee in bankruptcy or other like officer or entity appointed to administer its affairs.

## **15. Disputes**

- 15.1 If you dispute your obligation to make a payment, or if you have any other reason for disputing whether we have met our obligations under this agreement, you should contact us by getting in contact with the person stipulated in the Booking Form. We will make a reasonable attempt to mediate any complaint but otherwise we do not commit to following a formal alternative dispute resolution process. Notwithstanding the foregoing, we do not seek to exclude the applicability of any statutory dispute resolution scheme.

## **16. Changes to Terms and Conditions**

- 16.1 VTRANS may add, delete, or otherwise change any of the terms and conditions by giving reasonable notice
- Agreements or contracts completed and agreed to by us any you prior to the announced date of any changes will not be affected. For future orders, as these terms may have changed, we recommend that you read these terms and conditions prior to every agreement or contract you undertake with us.