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**RUSSELL TRANSPORT PTY LTD ABN: 25 605 249 778**  
**TERMS AND CONDITIONS OF SERVICE**

**1. Application of Conditions**

- 1.1 All Services are subject to these Conditions;
- 1.2 These Conditions set out the entire agreement between the parties and will prevail over all communications between Us and You, to the extent of any inconsistency. No alteration or variation of these Conditions will be binding upon Us, unless such alteration or variation is specifically acknowledged and approved by Us.
- 1.3 We reserve the right at all times to act reasonably to vary these Conditions. We declare, and You acknowledge, that the most up to date version of the Conditions can be found on Our website, currently at the location: [https://irp.cdn-website.com/8785e7cc/files/uploaded/Russell%20Transport%20Conditions%20\(07%20August%202023\)%20\(Clean\)%20final.pdf](https://irp.cdn-website.com/8785e7cc/files/uploaded/Russell%20Transport%20Conditions%20(07%20August%202023)%20(Clean)%20final.pdf) ("Updated Conditions").
- 1.4 We must take reasonable steps to inform You of the Updated Conditions and to provide reasonable notice to You before Updated Conditions will apply to govern the relationship between Us and You. You confirm that notification of the Updated Conditions on Our website, or reference to the Updated Conditions in any material provided to You will be reasonable steps by Us to inform You.
- 1.5 In the event that there is any inconsistency between these Conditions and the Updated Conditions, the terms and conditions of the Updated Conditions will prevail and You acknowledge that You will be bound by the terms and conditions of the Updated Conditions.

**2. Your Obligations**

- 2.1 You and any Owner are bound by these Conditions.
- 2.2 You and any Owner confirm and warrant that:
  - (1) You have the authority of all Owners to agree to these Conditions;
  - (2) the Goods and Containers including their weight, contents, measure, quantity, condition, marks, numbers and value are complete and correct and are labelled in accordance with any applicable Law or Requirement;
  - (3) the Goods and Containers are properly packed in a manner adequate to withstand normal handling or storage and to comply with any applicable Law or Requirement;
  - (4) The Goods and Containers are Ready for Movement and You will provide Us with Reliable Site Access at all relevant times; and
  - (5) You acknowledge Your HVNL Duties and You must take positive steps to facilitate our ability to meet Our HVNL Duties. You must also take care not to cause the breach of any HVNL Requirements - for example, by:
    - (a) requiring travel at unacceptable speeds to reach destinations;
    - (b) requiring travel in a manner which would not allow Us to meet fatigue management Requirements;
    - (c) causing delays due to Goods being unprepared for loading;
    - (d) causing delays due to failing to plan the availability of adequate bays to enable prompt commencement of loading or unloading when vehicles arrive;
    - (e) failing to provide us with clear evidence of appropriate load restraint within Containers; or
    - (f) engaging in other actions or behaviours which are inconsistent with the Heavy Vehicle National Law.
- 2.3 You must promptly and accurately give Us sufficient instructions to enable Us to adequately perform the Services. In particular, if You ask us to store, or arrange delivery of, multiple items of Goods which arrive at Our premises at different times, then You must clearly identify and

distinguish each item of Goods in your instructions and communications and must promptly and accurately communicate the intended destination of each item of Goods to Us. When We are collecting and packing Goods for transport, it is not part of the Scope of Our Services to check that You have provided all of the items of Goods which You intend to provide before transport occurs – it is Your responsibility to check that is the case. You must take care to ensure that no Goods intended to be carried are left behind or omitted, or misdirected, and You acknowledge that We are not responsible if your failure to take care causes any Goods to be carried by mistake, accident, or error. Your obligation to take care does not reduce Our obligations to provide Services to You in accordance with Your reasonable instructions.

- 2.4 You must provide Us with any information concerning the nature of the Goods and their packaging that We reasonably request.

### **3. Receipt of Goods**

- 3.1 We are not deemed to receive any Goods until:

- (1) the Person delivering them has reported to Our reception office;
- (2) We have specifically agreed to receive the Goods; and
- (3) We have had an opportunity to verify the physical condition, quantity and description of the Goods at the time of delivery.

- 3.2 However, Goods and Containers may be received on the basis of tendered documentation and We are not obliged to verify their physical condition, nor the quantity and description of the Goods, and We accept no liability for the condition, quality, weight or mass or suitability of the Goods or Containers (unless the Scope specifically indicates that We are responsible for determining the weight or mass of a Container). If You require Us to inspect the goods to verify the physical condition, quantity and description of the Goods then, unless that inspection is specifically included in the Scope, it is Extra Work for which We may charge You an additional fee, as contemplated by clause 12.3.

- 3.3 We are not a common carrier and We do not accept the obligations which have historically been placed upon or the liability which has historically been placed upon common carriers. We will not arrange any insurance for Goods or Containers, which (unless otherwise specifically agreed) remain entirely at Your risk during any period during which We are providing Services, unless:

- (1) You ask Us to do so in writing;
- (2) You pay the cost of the insurance, plus an additional 10% to Us as an administrative fee for Us to arrange the insurance for You; and
- (3) Insurance is available.

### **4. Inspection**

- 4.1 We will inform You of any discrepancies to the Goods that We actually discover on receipt by Us or delivery by Us.

- 4.2 You authorise Us to open the packaging of the Goods or the Containers to determine the nature or condition of the Goods or for any other purpose which We consider necessary (including, for example, checking the load characteristics of the Goods or Containers and, where We consider it necessary, re-loading or re-distributing the Goods or Containers in an appropriate way). If You require one of Your representatives to be present at the time of opening of the packaging of the Goods or the Containers, then You must specifically inform Us of that requirement, and You must also make Your representative available promptly, at any relevant place and at a time and in a manner which does not cause Us expense or delay.

- 4.3 However, while We may elect to inspect the Goods and Containers or open the packaging of the Goods or the Containers, nothing in clauses 4.1 or 4.2 obliges Us to actually inspect or open the packaging of the Goods or the Containers. Also, You acknowledge that it will often be impractical, inappropriate, or counter-productive for Us to actually inspect or open the packaging of Goods (for example, where they are covered or weather-sealed) and that the packaging of Goods may hide damage which exists before we take possession of them.

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**5. Delivery and Disposal****5.1** We must:

- (1) Deliver the Goods to the address nominated by You, or store the Goods or provide other Services in accordance with Your reasonable instructions and the Requirements of any Authority; and
- (2) Endeavour to effect delivery of the Goods, or make the Goods available for collection, at the date and time that You request.

**5.2** However, We may be prevented from achieving the obligations mentioned in clause 5.1 by Intervening Events. We are not responsible for Intervening Events and Our obligations in clause 5.1 are varied to the extent that they become impossible or impractical to achieve, because of the occurrence of Intervening Events.

**5.3** A failure to deliver or make available for collection in accordance with clause 5.1 does not:

- (1) Confer a right of cancellation or refusal of acceptance of delivery by You; or
- (2) Render Us liable for any loss or damage (including any economic or consequential loss or damage).

**5.4** If the nominated delivery site is unattended then We may at Our option:

- (1) Deposit the Goods at the delivery site (which will be considered to be complete and appropriate delivery, unless You provide adequate evidence that delivery did not occur); or
- (2) Store the Goods in a manner which we determine, acting reasonably having regard to the nature of the Goods, and You agree to indemnify Us for all costs and expense incurred in relation to that storage, including for demurrage, detention, storage and other charges, and to pay Us for Extra Work involved in such storage, in accordance with the Rates.

**5.5** We are conclusively presumed to have delivered the Goods in good order and condition if We obtain a receipt or signed delivery docket for the Goods.

**5.6** Instructions contained in Your bill of lading, delivery order or other documents may entitle Us to deliver to the bearer of that document despite that document providing for delivery to a named party or to his order. We are entitled to assume that the person presenting the document is the person lawfully entitled to take delivery. We are not required to verify signatures appearing on any document.

**5.7** If in Our reasonable opinion or in the opinion of any Authority, Goods constitute a risk to other Goods, property, life or health, then those Goods may in Our discretion (acting reasonably) be destroyed, disposed of, abandoned or rendered harmless by Us without compensation to You and at Your risk and expense. This risk of destruction, disposal or other dealing with those Goods is and remains your risk, and We are not responsible for any loss which You may suffer as a result of the destruction or disposal of or other dealing with those Goods.

**5.8** If You breach these Conditions, then (in addition to Our other rights under these Conditions and at law), We may elect (after giving You notice of Your breach and a reasonable opportunity to remedy Your breach) to terminate the provision of Services to You. If We breach these Conditions, then (in addition to Your other rights under these Conditions and at law), You may elect (after giving Us notice of Our breach and a reasonable opportunity to remedy Our breach) to terminate Our provision of Services to You. However, where the Scope includes a particular transport arrangement, you may not terminate with effect on a date which occurs while we have the Goods and are in the process of transporting the Goods, unless we consent to termination. Termination does not affect Your obligation to pay for Services nor Your obligation to make other relevant payments due under these Conditions.

**6. Subcontracting and engagement of third parties for External Components**

**6.1** We can subcontract the Services or any part of the Services to another person.

**6.2** You acknowledge that in addition to, or as an alternative to, subcontracting, We are authorized to engage third parties on Your behalf to provide External Components, and that when third

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parties are engaged to provide External Components:

- (1) You have no Claim against Us for any Loss arising (directly or indirectly) from External Components, because any Claim which You may have will be against the relevant third party who is providing the relevant External Component;
- (2) Your relationship with the relevant third party is governed by whatever terms and conditions which may apply to that relationship, as documented between You (or Us on Your behalf) and the relevant third party; and
- (3) The terms of this Clause 6.2 apply even if, as a matter of convenience for You, We provide You with one invoice which includes the cost of External Components or if We collect payment on behalf of the third parties providing External Components.

6.3 Regardless of whether We subcontract part of the Services in relation to External Components or whether third parties are engaged to provide External Components, We are not responsible for any variation in the cost of External Components (such as costs arising from delay or from demurrage, detention, storage and other charges), because those variations are determined by third parties who are beyond Our control. You must pay Us (or the relevant third party directly) for any variation in the cost of External Components, even if this changes the Price.

## **7. Your Indemnities to Us**

7.1 You and any Owner indemnify Us against:

- (1) All actual and contingent losses that We incur;
- (2) All actual and contingent liabilities that We incur;
- (3) Any loss of or damage to the Goods from any cause (other than Our wilful misconduct or Our negligence) which is not covered by insurance; and
- (4) All costs actually payable by Us to Our own legal representatives (whether or not under a costs agreement) on a full indemnity basis and other expenses that We incur in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);

arising directly or indirectly as a result of or in connection with:

- (5) Your breach of these Conditions or of any warranty You or any Owner provide in these Conditions; or
- (6) Any act or omission by You, the Owner or any person acting on Your behalf or the Owner's behalf.

7.2 To the extent permitted by law, We exclude any liability in contract, negligence or otherwise for any loss or damage (including economic or consequential loss or damage) that You, any Owner, or any third party may incur as a result of these Conditions or the Services or any goods which we provide, including from:

- (1) Our handling, storage, treatment (including by quarantine wash), measurement (including weighing) or carriage of the Goods;
- (2) Our inspection of the Goods in accordance with clause 4;
- (3) Delay or failure to deliver the Goods on the delivery date or delay or failure to have the Goods available at the end of the agreed storage period;
- (4) The nature of the Goods and any damage to, defect in, or shortage of the Goods; and
- (5) Sale of the Goods in accordance with the procedure set out in clause 13.2.

7.3 You and any Owner indemnify Us against any duties, taxes or fines in relation to the Goods.

7.4 You and any Owner warrant that no Claim will be made against Us by You or any Owner or any third party including any Authority which imposes or attempts to impose on Us any liability in connection with the Goods or Containers. To the extent that You, or any Owner or any third party or any Authority bring such a Claim, the indemnities You and any Owner give in these Conditions operate to indemnify us against all of the direct and indirect consequences of that Claim.

- 7.5. If the ACL applies to the relevant relationship between Us and You, and if We are supplying only goods, then the following clause 7.6 is relevant – otherwise, the following clause is not relevant.
- 7.6. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 7.7. If the ACL applies to the relevant relationship between Us and You, and if We are supplying only services, then the following clause 7.8 is relevant – otherwise, the following clause is not relevant.
- 7.8. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- to cancel your service contract with us; and
  - to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.
- 7.9. If the ACL applies to the relevant relationship between Us and You, and if We are supplying goods and services, then the following clause 7.10 is relevant – otherwise, the following clause is not relevant.
- 7.10. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- to cancel your service contract with us; and
  - to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 8. Condition and Nature of Goods**
- 8.1 You must give Us an accurate and complete description of the Goods and full written details of any Dangerous Goods before We provide any Services.
- 8.2 Subject to clause 8.1, You and any Owner warrant that:
- (1) the description of the Goods provided by You to Us is accurate;
  - (2) the Goods are not:
    - (a) infested with vermin or pests;
    - (b) (except as specifically disclosed to Us as specified by Clause 8.1) of a noxious, dangerous, hazardous, explosive, inflammable, volatile, radioactive, offensive or unlawful nature, nor are they non-compliant with Australian customs or quarantine laws;
    - (c) of a kind capable (except as specifically disclosed to Us as specified by Clause 8.1) of causing loss, damage or injury to Us or any third party.
- 8.3 If You fail to give a description and details as set out in Clause 8.1, or breach a warranty in clause 8.2, the Goods may be destroyed, disposed of, abandoned or rendered harmless by Us without compensation to You or any Owner and without prejudice to Our right of payment. For the avoidance of doubt, there will be no liability to Us for any loss which You may suffer as a result of the destruction or disposal of or other dealing with those Goods.
- 8.4 You must declare in writing to Us any Goods which may be liable to customs duties or official

restrictions.

## **9. Goods Requiring Temperature Control**

9.1 If any Goods require temperature control then, before We provide any Services, You must give written notice to Us:

- (1) of the nature of those Goods;
- (2) of the temperature range to be maintained; and
- (3) that the Goods have been properly packed in the Container.

9.2 If any of the requirements in this clause are not satisfied then We will not be liable for any Claim in relation to the Goods.

## **10. Our Liability**

10.1 You agree that you bear the risk of loss and / or damage in relation to Your Goods and Your Containers. We do not bear those risks and we are not liable in respect of any claim for loss and/or damage of any kind, unless it is caused by Our wilful misconduct or by Our negligence. To be clear: We are not responsible if the Goods are lost, damaged, or destroyed while they are in Our possession or control, unless that loss, damage, or destruction is a direct result of Our wilful misconduct or of Our negligence. You may be able to obtain insurance against the risks of loss, damage, or destruction to the Goods and Containers while in transit or storage, due to normal risks such (for example) accident, fire, water damage, and so on. You should consider obtaining that insurance, because We are not responsible for those events and (unless We specifically arrange an insurance policy for Your particular Goods at Your request), neither We nor Our insurers will be liable to compensate You for any such loss, damage, or destruction.

10.2 Whilst We will use best endeavours to take reasonable care in effecting access to pick up or drop off, if any damage is caused during that process by Us (including but not limited to any part of real property) then the parties expressly agree that We are not liable for such damage unless that damage is a direct result of Our wilful misconduct or of Our negligence. You indemnify Us against any claim or demand against Us for any such damage, except where that damage is caused as a direct result of Our wilful misconduct or of Our negligence.

10.3 If We determine the weight or mass of a Container or provide You or others with information about the weight or mass of a Container, then:

- (1) unless specifically agreed, We will determine that weight or mass or provide You or others with that information for the purpose of road transport and relevant on-road compliance only;
- (2) You acknowledge that Our determination is not made using a method or done to a standard which would comply with requirements about Containers for the purpose of shipping (at sea);
- (3) We will not comply with a VGM Method in making any such determination, and Our determination and information are not suitable for use in determining a VGM; and
- (4) if You require a VGM then (even if the Scope requires Us to provide it to You) Our actual role will only be to introduce You to a third party VGM provider, who may provide You with a VGM as an External Component as contemplated by clause 6 of these Conditions, and You will have no Claim against Us for any Loss arising (directly or indirectly) from provision or use of a VGM, because any Claim which You may have will be against the relevant VGM provider who is providing the VGM and not against Us.

10.4 If the ACL applies to the relevant relationship between Us and You, then We are not permitted to exclude Our liability for consequential loss or damage and do not attempt to do so. However, to the extent permitted by the ACL and by law generally, We will be under no liability whatsoever to You and/or any third party for any indirect, special, consequential or exemplary Loss or Claim or personal injury suffered by You and/or any third party directly or indirectly in connection with the Goods and Services or directly or indirectly arising out of these Conditions or otherwise from the relationship between Us and You and any third party, and whether actionable in contract, tort (including negligence), equity or otherwise.

- 10.5 If We cause any Loss to You as a result of any effect of Our action or inaction on the Goods or in the performance of the Services, or due to any negligence of Ours or due to any other cause then (where permissible under the ACL, if it applies) the extent of Our liability will be limited to a maximum of the fee actually paid to Us by You for the particular relevant Services (or a maximum of the fee actually paid to Us by You for the particular relevant Services over the last 6-month period, if we have provided the relevant Services relating to a period of time). Our liability will also be reduced to the extent that You or any other person contributed to the Loss.
- 10.6 In addition to each other limitation which applies to the relationship between Us and You, We are only required to (and Our liability is limited to) either re-supply the Services or reimburse You for paying someone else to supply the Services (at Our election). If the ACL applies to the relevant relationship between Us and You, then this clause only applies in relation to Services which are not used for personal, domestic or household purposes.
- 11. Risk and Insurance**
- 11.1 You acknowledge that the Services are provided solely at Your own risk.
- 11.2 You acknowledge that You are responsible for ensuring that no Goods required to be carried are left behind or omitted.
- 11.3 As mentioned earlier in these Conditions, You acknowledge that We are under no obligation to arrange insurance of Goods. You must insure the Goods, if you wish to insure against the risks which you still have under these Conditions.
- 12. Payment and Charges**
- 12.1 You must pay Us all agreed amounts as soon as they are due without any deduction or deferral for any Claim or set-off.
- 12.2 You must pay Us any Deposit at the time set out in the Quote, or if no time is set out in the Quote, then You must pay Us the Deposit before We provide the Services (or before We continue to provide the Services) or at any other time which We identify. The Deposit is part of the Price and is a prepayment for Our Services, and once paid, it may be immediately applied by Us for Our own benefit and for Our own purposes.
- 12.3 If We undertake Extra Work for You (at Your request, or because of the occurrence of Intervening Events, or because You breach Your obligations under these Conditions, or for some other reason), then You must pay Us an amount calculated in accordance with the Rates, in addition to the Price, for that Extra Work.
- 12.4 If Input Cost Increases occur which affect Our provision of Services to you, between the time when we provide a relevant Quote and the time when the relevant Services are due to be provided, then we are entitled to increase the Price which You must pay in relation to those Services in a way which compensates us for the amount of those Input Cost Increases, and for our margin. We will act reasonably in assessing that increase in Price and will provide you with reasonable notice of that increase.
- 12.5 If Intervening Events occur which directly or indirectly cause Us expense or delay or which require Our equipment, resources and staff to be used or consumed to deal with them (for example – if a flood prevents delivery of Goods from occurring, or if a shipping schedule changes preventing delivery of Goods from occurring at the time originally scheduled, and if Our vehicle and driver are detained or delayed awaiting completion of delivery as a result), then You must pay Us an additional amount calculated in accordance with the Rates, in addition to the Price, to compensate Us. That additional amount may include, but is not limited to, demurrage, detention, storage and other charges.
- 12.6 If You breach Your obligations under these Conditions and that breach directly or indirectly causes Us expense or delay or requires Our equipment, resources and staff to be used or consumed to deal with the consequences of the breach (for example – if You fail to ensure that Goods are Ready for Movement or if You fail to provide Us with Reliable Site Access, and if Our vehicle and driver are detained or delayed as a result), then (in addition to any other rights which We have as a result of Your breach) You must pay Us an additional amount calculated in accordance with the Rates, in addition to the Price, to compensate Us. That additional amount may include, but is not limited to, demurrage, detention, storage and other charges.

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- 12.7 As noted in clause 6.3, variations in the cost of External Components may also change the Price. You may have to pay extra amounts to us or to third parties who provide External Components due to those variations, even after the Services have been completed.
- 12.8 Unless We notify You otherwise Our trading terms are net 30 days from the date of invoice.
- 12.9 On all overdue amounts We are entitled to interest calculated at the default interest rate.
- 12.10 You must pay GST to Us on any taxable supply (within the meaning of the GST Law) made to You pursuant to these Conditions. Payment of GST must be made at the same time as amounts are due pursuant to Clauses 12.1 and 12.2.
- 12.11 Notice from Us to You as to the amount payable by You under Clause 12.8 is prima facie evidence of the matters stated in it.
- 13. Lien and PPS**
- 13.1 We have a lien over the Goods in Our possession for all sums payable by You to Us.
- 13.2 Where any amount owing to us remains outstanding after 28 days of giving You notice, We may sell the Goods at public auction or by private treaty. Any sale is without prejudice to other rights that We may have in respect of the outstanding amounts and We have no liability to either You or Owners for doing so.
- 13.3 You are liable to Us for the costs of any notice, publication, sale or attempted sale under this clause.
- 13.4 On a sale under clause 13.2, We may apply the proceeds towards the payment of the expenses of sale and the balance towards payment of outstanding amounts due by You.
- 13.5 *PPS* - We are entitled to register Our Security Interests pursuant to the PPS Act, and You must do everything (such as obtaining consents, completing, signing and supplying signed copies of documents, and supplying information), which We require to be done for the purpose of ensuring that each Security Interest of Ours is enforceable, perfected, has the required and intended priority, is otherwise effective, and can be practically and lawfully enforced by Us against You (and against third parties as relevant).
- 13.6 You acknowledge that:
- (1) all of Your present and after-acquired property is used in the course or furtherance of an enterprise by You, and is commercial property (as defined in s.10 of the PPS Act);
  - (2) You charge all of Your present and after-acquired property (and proceeds thereof) with the performance of all of Your obligations to Us under these Conditions;
  - (3) in doing so You grant Us a Security Interest in all of Your present and after-acquired property (and proceeds thereof); and
  - (4) Our Security Interest comprises a purchase money security interest (as defined in s.14 of the PPS Act) to the extent it is capable of being a purchase money security interest – for example, but not limited to, circumstances where Our Security Interest is the interest of a lessor or bailor of goods under a PPS lease; where Our Security Interest is the interest of a consignor who delivers goods to a consignee under a commercial consignment, or where Our Security Interest secures purchase money obligations (as defined in s.14(7) of the PPS Act).
- 13.7 You hereby waive, as permitted by s.157(3) of the PPS Act, any right to receive a verification statement or any other notice in relation to a registration event (for example, any right under s.157(1) of the PPS Act).
- 13.8 We and You hereby enter into a confidentiality agreement (as contemplated by s.275(6)(a) of the PPS Act) and agree that (subject to section 275(7) of the PPS Act) neither You nor We will disclose information of the kind mentioned in section 275(1) of the PPS Act.
- 13.9 *Contracting out of certain enforcement provisions* - As permitted by s.115(1) of the PPS Act, We and You hereby agree that:
- (1) s.95, s.121(4) and s.130 of the PPS Act, to the extent that each of those sections require Us to give notice to You, do not apply to Our Security Interests;
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- (2) s.125, s.132(3)(d), and s.132(4) of the PPS Act do not apply to Our Security Interests;
- (3) We may elect to give notice to You as contemplated by s.135(1)(a) of the PPS Act, but are not obliged to do so.

#### 14. Privacy

- 14.1 You agree to Us using Your personal information for the primary purpose of providing You with the Services or any related secondary purpose. We must do what We reasonably can to make sure that such information is correct, and We must keep such information reasonably secure. We must have a relevant policy about the management of such information.
- 14.2 We agree not to disclose such information to any third party without Your consent unless We are required or authorised to do so by law.
- 14.3 We must give You access to such information on request and We must correct any errors which You point out. You must notify Us in writing if You wish to request access or if You wish us to correct such information.

#### 15. Notices

- 15.1 Our address for correspondence is:

Address:	PO Box 1313, Eagle Farm Qld 4009
Telephone:	(07) 3131 0131
Facsimile:	(07) 3131 0133
Email:	info@russelltp.com.au
- 15.2 Unless You notify Us otherwise Your address for correspondence will be the relevant address contained in any delivery document You provide to Us.
- 15.3 Any notice sent by post is deemed to have been given on the third day following the day of posting.

#### 16. Definitions and Interpretation

- 16.1 In these Conditions:
  - (1) “**Authority**” includes any legal or administrative authority acting within its legal powers and exercising any jurisdiction within any nation, state, municipality, port or airport;
  - (2) “**ACL**” means the Australian Consumer Law. Information about the Australian Consumer Law, when it applies and what it means can be found at <https://consumer.gov.au/resources-and-guides>;
  - (3) “**Claim**” includes any claim, demand, proceeding, legal action or similar event;
  - (4) “**Conditions**” means these Terms and Conditions of Service agreed to between You and Us;
  - (5) “**Container**” means any container used to carry Goods or any equipment comprised in or connected to a container in respect of which We perform or are requested to perform Services or which enters Our premises in connection with a Service;
  - (6) “**Dangerous Goods**” means Goods which are or may become of a dangerous, explosive, inflammable, noxious, infectious, environmentally hazardous, radio-active or damaging nature;
  - (7) “**default interest rate**” means the REIQ contract default interest rate published by Queensland Law Society from time to time (at the time of drafting, 10.61% (effective from 1 April 2023 until revised));
  - (8) “**Deposit**” means any deposit identified in the Quote, or any additional or other Deposit which We may request, in Our discretion, if Extra Work is required or if any External Component is involved in or related to the Services;
  - (9) “**External Component**” means a portion of (or related function to) Services which We undertake on Your behalf where the relevant services are provided by (or required to be provided by) a third party – for example, police escorts for loads are an External Component provided by police; pilotage services are an External Component provided by pilots; provision of a VGM is an External Component provided by a VGM provider, and lifting of a load is an External Component provided by a crane operator;

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- (10) **"Extra Work"** means extra steps which We undertake at Your request or which are necessary to complete Services, which are beyond the Scope;
  - (11) **"Goods"** means the cargo and its packaging in respect of which We provide or are requested to provide Services;
  - (12) **"GST Law"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended and other associated Acts as amended;
  - (13) **"HVNL Duties"** means the duty of each person involved in transport activities, imposed by the Heavy Vehicle National Law, to ensure, so far as is reasonably practicable, the safety of transport activities and to eliminate public risks (and, to the extent it is not reasonably practicable to eliminate public risks, minimize the public risks);
  - (14) **"HVNL Requirements"** means a relevant Requirement imposed by the Heavy Vehicle National Law as set out in that Law, which includes obligations in relation to fatigue management, loading, load restraint, travel speed, record-keeping, implementing effective safety systems and other Requirements;
  - (15) **"Input Cost Increases"** means any changes, beyond Our reasonable control, which directly or indirectly cause an increase in components of our cost to provide Services. For example, changes such as changes in road user charges, fuel prices, fuel subsidies, levies and rebates; the introduction of relevant levies affecting the provision of the Services and other changes in input costs which We must pay in order to provide the Services may be Input Cost Increases;
  - (16) **"Intervening Event"** means any event, beyond Our reasonable control, which directly or indirectly causes delays in or disruption to Our planned timing or route of carriage for particular Goods, whether or not You cause or contribute to the Intervening Event. For example, events such as delays in the granting of relevant permits or lack of availability of relevant permits, floods, accidents, unexpected traffic, failure of crane operators to arrive on time for loading or unloading of Goods, and changes in shipping schedules may be Intervening Events;
  - (17) **"Law"** includes the provision of any statute, rule, regulation, proclamation, ordinance or by-law;
  - (18) **"Loss"** means any loss, damage, cost, expense or other adverse financial or other consequence;
  - (19) **"Owner"** includes the owner, consignor and consignee of any Goods or Container and any other person who is or may become interested in any Goods or Container and anyone acting on their behalf;
  - (20) **"PPS Act"** means the Personal Property Securities Act 2009 (Cth);
  - (21) **"Price"** means the amount which You agree to pay Us as set out in the Quote. Unless otherwise stated, the Price excludes GST;
  - (22) **"Quote"** means the quotation provided to You which describes the Services which We will undertake for You, and which sets out the Price including any Deposit;
  - (23) **"Rates"** means the rates set out in the Schedule of Rates for Us which can be found on Our website, currently at the location [www.russelltp.com.au/Our Businesses/Russell Transport](http://www.russelltp.com.au/Our%20Businesses/Russell%20Transport) – or hourly rates stated in the relevant Quote if they are different to those stated in the Schedule of Rates;
  - (24) **"Ready for Movement"** means that the Goods are ready for movement in all respects, including (where relevant) being electrically safe and isolated, with any relevant safety or decontamination procedures having been complied with by You, and with all necessary documentation available – except for any preparation work which We have specifically agreed to undertake as part of the Scope;
  - (25) **"Reliable Site Access"** means reliable and safe access, at all relevant times, by the type of vehicle which is necessary to transport the Goods (having regard to the height, width, weight and load characteristics of the relevant vehicle and of the Goods) to each site where the Goods are to be collected, and to each site where the Goods are to be
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delivered;

- (26) **"Requirement"** means any requirement, notice, order or direction received from or given by any Authority and also means any requirement of any relevant Australian Standard;
- (27) **"Security Interest"** means a security interest as contemplated by the PPS Act;
- (28) **"Services"** means the transport, storage, quarantine wash, logistic and other services We provide to You;  
whether provided gratuitously or otherwise;
- (29) **"Scope"** means the steps which We will take for You in relation to Services, as described in the Quote;
- (30) **"Us", "We" or "Our"** means Russell Transport Pty Ltd ABN 25 605 249 778 trading under any business name and where the context permits includes Our servants, agents and subcontractors;
- (31) **"VGM"** means verified gross mass for a Container;
- (32) **"VGM Method"** means a method in accordance with methods required by Marine Order 42 under the *Navigation Act*, or in accordance with such other relevant methods as may be legally required in the relevant circumstances from time to time;
- (33) **"VGM provider"** means a person engaged to provide a VGM according to a VGM Method for a Container; and
- (34) **"You" or "Your"** means any person at whose request or on whose behalf We provide Services.

16.2 *References to:*

- (1) a person include a corporation, unincorporated association and government body;
- (2) a corporation have the same meaning as in the Corporations Law; and
- (3) statutes, regulations, ordinances, by-laws and orders include all statutes, regulations, ordinances, by-laws and orders amending, consolidating or replacing them.

16.3 *Words importing:*

- (1) any gender include all other genders; and
- (2) the singular include the plural and vice versa.

16.4 Headings are inserted for guidance and do not affect the interpretation of these Conditions.

16.5 These Conditions are governed by the law of Queensland.