



CONTRACT OF CARRIAGE –TERMS AND CONDITIONS OF SERVICE

For the purpose of these Terms and Conditions of Carriage:

Contract	The agreement between the Carrier and the Consignor as set forth in these terms and conditions of engagement
Carrier	Black and White Couriers
Consignor	The person or entity who makes a delivery booking and with whom this contract is made
Consignee	The nominated person or entity receiving and accepting the goods being delivered by the Carrier
Carriage	The complete operation and services undertaken by the Carrier with respect to the goods
Goods	Any item(s) accepted by the Carrier together with the packaging as supplied by or on behalf of the Consignor to be delivered to the Consignee

- 1) *Adaiwoh Pty Ltd trading as Black & White Couriers (“Black & White Couriers”) carrying on business in its own name is NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.*
- 2) *All goods carried or transported and all storage and other services performed by the Carrier are subject only to these Terms and Conditions, and any other applicable Australian law.*
- 3) *The goods are accepted by the Carrier subject to the condition that goods comply with all applicable legal requirements relating to the nature, condition, and packaging of the goods. The expenses of complying with such requirements or with the lawful requirements of any authority or other body or company shall be paid by the Consignor.*
- 4) *The Consignor must disclose a full description of the goods for carriage to the Carrier if they are explosive, inflammable or otherwise dangerous goods. Failure to do so will render the Consignor solely liable for all loss and damage of whatever nature whether foreseeable or not, occasioned thereby.*
- 5) *The Carrier is authorised to deliver the goods to the address nominated to the Carrier by the Consignor. It is expressly agreed that the Carrier shall be conclusively presumed to have delivered the goods in accordance with this contract if at that address he or she obtains from any person a receipt or signed delivery docket or any other signed proof of delivery for the goods.*
- 6) *It is the responsibility of the Consignor to ensure all pickup and delivery details are correct. Waiting time charges and additional fees may apply if delays are experienced due to incorrect information given at the time of booking, either online or over the phone.*
- 7) *In the event that the nominated place of delivery is unattended or if the delivery cannot otherwise be completed by the Carrier, the Carrier may at his or her discretion deposit the goods at that place, which shall be conclusively presumed to be due delivery, or store the goods as directed. If the goods are stored by the Carrier, the consignor shall pay or indemnify the Carrier for all costs and expenses incurred for such storage. If the goods are stored by the Carrier, the Carrier shall be at liberty to redeliver the goods back to the Consignor or attempt redelivery to a nominated address from the place of storage at the Consignor’s expense.*
- 8) *The consignor expressly warrants with the Carrier that they are either the owner or authorised agent of the owner of any goods and by entering into this contract, the Consignor accepts all Terms and Conditions of this contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting.*

- 9) *It is agreed that the person delivering any goods to the Carrier for carriage or on forwarding is authorised to sign a job run sheet or any other form of proof of delivery, for the Consignor, unless otherwise specified by the Consignor or at the direction of the Consignor to leave the consignment at an unattended address.*
- 10) *The Consignor hereby authorises any deviation from the usual route or manner of cartage of goods which may in the absolute discretion of the Carrier, be deemed reasonable or necessary in the circumstances.*
- 11) *Unless expressly agreed in writing or required by law, all goods are carried at the risk of the Consignor and the Carrier shall have no liability to the Consignor in tort, contract, bailment or otherwise. The Consignor indemnifies the Carrier of all liability arising from the loss of, damage to, or deterioration of goods or the misdelivery, delay or failure in the delivery of the goods or any event which may constitute a fundamental breach of this contract.*
- 12) *Subject to the provisions relating to the insurance appearing on the face of the Carrier's consignment note, insurance will not be arranged by the Carrier except with the express instructions in writing by the consignor and then only at his or her expense and upon lodgment of a declaration as to value of the goods being carried prior to collection. When insurance cover has been arranged by the Carrier, transit damage must be notified within forty-eight (48) hours otherwise claims will not be recognised. In the case of a claim for goods lost in transit, all claims shall be notified within seven (7) days or claims will not be recognised.*
- 13) *The Carrier is not liable for, nor bound by, any instructions to collect cash on delivery or any other payments for any person, firm, corporation, governmental authority or state or federal government.*
- 14) *The Consignor confirms its liability to pay for all services rendered by the Carrier pursuant to this contract within fourteen (14) days of the issue of an invoice by the Carrier. If payment is not made within these terms, or the terms expressly agreed upon with the Consignor, the carrier reserves the right to charge on the outstanding balance, a 5% surcharge per month.*

Charging Considerations:

- No Account Keeping Fees are applicable.
- All jobs booked after **2:00pm** or for strict collection or delivery after 2:00pm will be booked as a VIP Service
- All Jobs booked after **3:30pm** or for strict collection or delivery after 3:30pm will be booked as an EXPRESS Service.
- An afterhours surcharge is applicable to all deliveries booked for collection prior to 7:30 and after 5:30pm Monday – Friday.
- After Hours and Saturday deliveries will be charged as a VIP service with a **25%** surcharge.
- All jobs booked for a Sunday or Public Holiday will be charged as a VIP service with a **50%** surcharge.

Your signature below confirms your full acceptance and understanding of our rates, charging conditions and Terms and Conditions of Carriage.

Signature

Print Name

Date