



**SPECIALIST HOTSHOT &
FREIGHT SOLUTIONS
AUSTRALIA-WIDE**

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Perth, Western Australia
ABN 96 669 349 464

TERMS AND CONDITIONS OF OFF-ROAD TRANSPORT PTY LTD

Effective Date: 01/07/2023

Company Name: OFF-ROAD TRANSPORT PTY LTD

ABN: 9666 9349 464

Registered Address: 95 Mississippi Drive, Greenfields WA 6210 Australia

1. DEFINITIONS

- 1.1 **"Company"** means OFF-ROAD TRANSPORT PTY LTD, the provider of freight forwarding services.
- 1.2 **"Customer"** refers to the individual or entity requesting freight forwarding services from the Company.
- 1.3 **"Goods"** refers to any item or cargo provided by the Customer for transport.
- 1.4 **"Third Party Carrier"** refers to any external party engaged by the Company for the transportation of the Customer's Goods.
- 1.5 **"Freight Forwarding Services"** means the coordination of shipping and transportation logistics on behalf of the Customer.

2. ACCEPTANCE OF TERMS

The Customer must receive and review a copy of these Terms and Conditions prior to the commencement of any freight forwarding services. By engaging in the Company's freight forwarding services, the Customer agrees to be bound by these Terms and Conditions. Any variation or amendment to these Terms will only be valid if agreed to in writing by both the Company and the Customer.

3. SERVICES PROVIDED

- 3.1 We offer transportation and/or freight forwarding of Goods, subject to availability, scheduling, and applicable laws.
- 3.2 The Company may subcontract any part of its services to a third party without prior notice to the Customer.
- 3.3 The Company will provide all services with due diligence, care, and attention. While the Company will make all reasonable efforts to meet requested delivery times and dates, it is not liable for delays caused by third-party carriers, customs clearance, weather conditions, or other factors beyond its control.

4. BOOKING & PAYMENT

- 4.1 **Bookings:** All services must be booked through the Company via email or phone.
- 4.2 **Payment Terms:** Payment is due either in advance or according to specific terms agreed upon by the Company and the Customer. The Company reserves the right to refuse to release of Goods if payment has not been received.





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4.3 Late Payments: In the event of late payment, the Customer agrees that interest will accrue on any overdue amounts at a rate of 5% above the Reserve Bank of Australia (RBA) market rate. Interest will be compounded daily and applied for each day the payment remains overdue. The Customer will also be liable for any legal or collection costs incurred by the

4.4 Cancellations: In the event of cancellation after acceptance of the quotation, the Customer agrees to pay all costs incurred by the Company in preparing to provide the service. As the Company aims to provide fast and efficient service, arrangements for delivery are made promptly once the quotation is accepted. Therefore, the Customer will be liable for any expenses already incurred in relation to the commencement of the service, even if the service is later cancelled.

5. PRICING AND QUOTATIONS

5.1 Quotations: All quotations provided by the Company are estimates based on information provided by the Customer. Final charges may vary due to factors such as weight, volume, currency fluctuations, or additional services.

5.2 Additional Costs: The Customer will be responsible for any additional costs incurred during the provision of services, including but not limited to customs duties, taxes, storage fees, port fees, and surcharges. The Company will make reasonable efforts to identify and inform the Customer of any such costs as soon as possible; however, the Customer acknowledges that some costs may arise unexpectedly during the course of service.

6. CUSTOMER OBLIGATIONS

6.1 Accurate Information: The Customer must provide accurate descriptions, weights, measurements, pick-up and delivery addresses and any required documentation for the Goods.

6.2 Prohibited Goods: The Customer must not provide Goods that are illegal, hazardous, or prohibited for transportation under Australian or international laws.

6.3 Insurance: The Customer acknowledges that the Company does not provide insurance unless specifically requested. It is the Customer's responsibility to arrange adequate insurance for the Goods.

6.4 Compliance with Law: The Customer must ensure that all Goods comply with applicable Australian customs and regulatory requirements.

7. DELIVERY TERMS

7.1 Delivery Estimates: Any delivery dates or times provided are estimates only. The Company will use reasonable efforts to meet delivery schedules but is not liable for delays caused by third-party carriers, customs clearance, weather conditions, or other factors beyond its control.

7.2 Non-Delivery: If the Goods are undeliverable due to incorrect details provided by the Customer, additional storage or re-delivery costs may apply.





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7.3 Third-Party Liability: The Company is not liable for delays or damages caused by third-party carriers or external factors during transportation.

8. LIMITATION OF LIABILITY

8.1 General Liability: To provide you with the most cost effective service, we do not assume liability for delay, loss or damage of Goods as part of our normal transport/freight forwarding services.

8.2 Exclusion of Liability: The Company is not liable for indirect or consequential losses, including but not limited to loss of profits, income, or market, arising from the transportation of Goods.

8.3 Events Beyond Control: The Company is not responsible for any loss or damage to Goods caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, war, acts of terrorism, or customs delays.

9. CUSTOMS CLEARANCE

9.1 The Customer must provide all necessary documentation for customs clearance.

9.2 The Company may assist with customs clearance but does not guarantee the accuracy or sufficiency of any customs documentation.

9.3 The Customer is responsible for all customs duties, taxes, and related charges.

10. INSURANCE

10.1 No Automatic Insurance: The Company does not automatically insure the Goods during transit unless explicitly requested in writing by the Customer and agreed to by the Company.

10.2 Customer's Responsibility: The Customer is responsible for obtaining insurance to cover any loss or damage to the Goods during transit if desired.

10.3 Limits of Insurance: If insurance is arranged by the Company, it will be limited to the value and coverage requested by the Customer.

11. CLAIMS

11.1 Notification of Claims: Any claims for loss, damage, or delay must be made in writing to the Company within 7 days of the delivery or expected delivery date.

11.2 Supporting Evidence: The Customer must provide all relevant documentation and evidence to support any claim, including delivery receipts and photographs of damaged Goods.

11.3 Processing of Claims: The Company will investigate claims and, if found to be valid, may offer compensation according to the limits set out in these Terms and Conditions or as agreed in writing.

12. RIGHT OF LIEN

12.1 The Company reserves the right to hold the Goods as security for any outstanding payments owed by the Customer.





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12.2 If the Customer fails to pay any due amounts within the agreed timeframe, the Company may sell or dispose of the Goods to recover the owed amount.

13. TERMINATION

13.1 The Company may terminate services at any time if the Customer breaches any of these Terms and Conditions.

13.2 The Parties may terminate services by providing 1 months written notice, subject to any cancellation fees or charges for services already provided.

14. DISPUTE RESOLUTION

14.1 **Negotiation:** In the event of a dispute, both parties agree to first attempt to resolve the matter through good faith negotiations.

14.2 **Mediation or Arbitration:** If negotiations fail, the parties may refer the dispute to mediation or arbitration in accordance with Australian law.

15. GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with the laws of the Commonwealth of Australia. Any disputes will be subject to the exclusive jurisdiction of the courts of Western Australia.

16. AMENDMENTS

The Company reserves the right to amend or update these Terms and Conditions at any time. Any changes will be effective immediately upon posting the updated terms on the Company's website or by notifying the Customer in writing.

By using our freight forwarding services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Contact Information:

For any questions regarding these Terms, please contact us at:

Email: info.offroadtransport@gmail.com

Phone: 0432 217 502

Address: 95 Mississippi Drive, Greenfields WA 6210 Australia

