



VEHICLE SERVICE CONDITIONS

1. Dictionary (what some words in these conditions mean)

"charges" means our quoted charges for services calculated under our rates schedule or other agreed rates, any tax including a goods and service tax ("GST") levied directly on a transaction or supply under the contract and any other amounts under condition 6.4.

"contract" means the transport contract between you and us.

"force majeure event" means anything outside the party's reasonable control, including without limitation, fire, storm, flood, earthquake, explosion, accident, enemy acts, war, rebellion, insurrection, terrorism, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, governments or government agencies).

"services" means the transportation of the vehicle.

"subcontractor" means:

- (a) any person who we arrange to provide services for the vehicle; or
- (b) any person who is an agent, employee or subcontractor of ours or any person in (a).

"us", "we", "our" means Autotrans Express (Aust) Pty Ltd ABN 21 080 635 365 and its related bodies corporate within the meaning of that expression in section 9 of the *Corporations Act 2001* (Cth) carrying on business in its own name and under any business name and its officers, employees, agents and subcontractors.

"vehicle" means the car, boat, motorcycle, trailer or item picked up or accepted from you or on your behalf.

"you, "your" means the person contracting with us on these conditions.

2. The contract between you and us

- 2.1 We are not a common carrier and may refuse to provide services to you for any reason whatever.
- 2.2 In providing the services, we rely on the details supplied by you to us. We do not admit their accuracy or completeness.
- 2.3 Our services commence when we, or our agent, pick up or accept the vehicle, and continue until we deliver the vehicle

at the delivery address or, if the vehicle is to be collected from us, when it is collected.

- 2.4 We act as agent of and trustee for our employees, agents and subcontractors so they also have the benefit of the contract (including any exclusions or limitations of liability we have) as if they were parties to it.

3. Dangerous Goods

- 3.1 You must not tender for services any dangerous goods and you promise that dangerous goods have not been put in the vehicle.
- 3.2 Dangerous goods mean goods which are, or may become, volatile, explosive, flammable, radioactive or offensive or harmful to any person, property or the environment (but not goods inherently part of the vehicle like petrol in the tank or LP gas connected to the vehicle).

4. Promises by You

- 4.1 You promise that:
 - (a) you are either the owner or the authorised agent of the owner of the vehicle and have authority to enter into the contract;
 - (b) you have fully and accurately described the vehicle and its value; and
 - (c) the vehicle can be safely handled and transported.

5. What we can do

- 5.1 We can:
 - (a) deliver the vehicle at the delivery address supplied by you or your agent. You agree we will be taken to have delivered the vehicle if at the delivery address we obtain an acknowledgement of delivery;
 - (b) deviate from any usual route or mode of transport to provide the services; and
 - (c) contract our services.
- 5.2 If the delivery address is unattended during normal business hours or, if the delivery address is a private address, during the prearranged delivery period, we can, at your expense, return the vehicle to our nearest depot.

- 5.3 We may:
- (a) claim a general or particular lien on the vehicle for all charges due;
 - (b) under the lien sell the vehicle by public auction or private sale to recoup any outstanding charges without any notice to you;
 - (c) set-off or deduct from any payment due to you any charges you owe us.

6. Our charges

- 6.1 We earn our charges as soon as we take possession of the vehicle.
- 6.2 You must pay our charges:
- (a) prior to transport of the vehicle; or
 - (b) within 7 days of the date of invoice if you have an account with us.
- 6.3 If another person is nominated on the contract or vehicle condition report to pay the charges and doesn't do so, you must pay the charges.
- 6.4 You must also pay:
- (a) any cleaning charge or cost if cleaning of the vehicle is required by a quarantine authority;
 - (b) our cost if we are unable to pick up a vehicle during normal business hours or, in the case of a private address for pick up, during the pre-arranged pick up period;
 - (c) our cost of returning the vehicle to our nearest depot under condition 5.2;
 - (d) the cost of storage at \$55.00 per day if you fail to collect the vehicle from us within 2 days of the agreed collection date, or within 2 days after we notify you the vehicle is available for collection, whichever is the later.

7. Our Warranty

- 7.1 Subject to conditions 7.2 to 7.5 inclusive, we warrant that the vehicle will be delivered to the delivery address in the same condition in which it is picked up or accepted by us.
- 7.2 We will not be liable for damage unless the damage is noted and signed for on the delivery receipt copy of the contract and vehicle condition report.
- 7.3 Our warranty does not extend to pre-existing damage, hail damage, mechanical or electrical damage or derangement, loss or damage to personal property or effects from or within the vehicle, damage to the vehicle due to movement of objects within the vehicle, insect damage and bird droppings, or a force majeure event.
- 7.4 If we breach our warranty and pay you the substantiated purchase price or fair market value of the vehicle, which ever is the lesser, then we will own the damaged vehicle or the vehicle if it is later found.

- 7.5 Our warranty is for physical loss or damage only to the vehicle. We will not pay any indirect, special or consequential loss or damage including loss of profits, business or anticipated savings or other economic loss, even if we know they are possible or otherwise foreseeable.
- 7.6 We reserve the right to appoint an independent Loss Adjuster to verify the extent of the loss.

8. Limitations and Exclusions on our Liability to You

- 8.1 If you are a consumer as defined in the *Trade Practices Act 1974* the contract does not affect any rights you have under that Act.
- 8.2 If you believe we are liable to you, you must bring an action as soon as practicable and within 1 month of completion of the services or the anticipated date of completion of the services.
- 8.3 We make no express warranties except our warranty in condition 7.
- 8.4 Subject to our warranty in condition 7 and any compulsory application of the *Trade Practices Act*:
- (a) the vehicle is at your risk at all times; and
 - (b) we exclude all liability to you or any other person for any loss or damage arising from performance or non-performance of the services, and whether in contract, bailment or negligence.

9. Force majeure

- 9.1 If any party cannot carry out its obligations under the contract either in whole or in part because of a force majeure event affecting that party, then that party's obligations (except in your case your payment obligations) under conditions 2, 5, 6 or 7 will be suspended for the duration of the event or waived to the extent applicable.
- 9.2 Where a force majeure event takes place, the party affected by the event must as soon as practicable notify the other party and provide complete details to the other party of the event.

10. Other matters which affect the contract

- 10.1 The law of Victoria governs the contract and you and we submit to the non-exclusive jurisdiction of the courts of Victoria.
- 10.2 If a condition or part of a condition of the contract is unenforceable, that provision of itself does not make the rest of the contract unenforceable.
- 10.3 We are not bound by any waiver, discharge or release of a condition or any agreement which changes the contract, unless it is in writing and signed by or for us.