

CONDITIONS OF CARRIAGE

1. In these conditions:
"CARRIER" shall mean H H Equine Pty Ltd T/A Tamworth Horse Transport, and its authorised servants and agents.
"SUB-CONTRACTOR" shall mean:
 - i. Any other person, firm or company with whom the Carrier may arrange for the carriage of goods the subject of this Contract and any person who is now hereafter a servant, agent or employee or Sub-Contractor thereof.
 - ii. Any person, firm or company with whom the Carrier may arrange to have the goods including livestock the subject of any contract stored and/or agisted and/or liveried and any person who is now hereafter a servant, agent, employee or Sub-Contractor thereof."GOODS" shall include livestock of any nature whatsoever and any person or persons travelling with or attending upon such livestock.
2. The Carrier is not a common carrier and will accept no liability as such, whether express or implied. All goods are carried or transported including all storage, agistment, livery and other services by the Carrier subject only to these conditions and no other and the Carrier reserves the right to refuse to carry or transport goods for any person, corporation or company at its absolute discretion.
3.
 - i. It is agreed that the person delivering the goods to the Carrier for carriage or forwarding is authorised to sign the consignment note for the contractor.
 - ii. The Consignor warrants that in agreeing to the terms hereof he is, or has the authority of, the person or persons owning or having any interest in the goods or any part thereof.
 - iii. Without prejudice to the generality of the foregoing, the Consignor undertakes to indemnify the Carrier in respect of any liability whatsoever in respect of the goods to any person (other than the Consignor) who claims to have, who has or who may hereafter have any interest in the goods or any part thereof.
4. The Consignor hereby authorises the Carrier to arrange with a Sub-Contractor for the carriage of any goods the subject of these conditions. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery upon the said goods to such Sub-Contractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. The Consignor hereby expressly agrees and acknowledges that insofar that it may be necessary to ensure that such Sub-Contractor shall be so entitled the Carrier shall be deemed to enter into this Contract for its own benefit and also as agent for the Sub-Contractor.
5. If the Consignor instructs the Carrier to use a particular mode of carriage whether by road, rail, sea or air, the Carrier will give priority to the method or means designated, but if that method or means cannot conveniently be adopted by the Carrier then at the absolute discretion of the Carrier, the Consignor shall be deemed to authorise it to carry or have the goods carried by any other method or means.
6. Unless otherwise expressly agreed, in writing, no responsibility at law in tort or Contract or in Equity or otherwise (whether or not occasioned by or due to in any way negligence by the Carrier) shall be alleged against or accepted by the Carrier for any loss of or damage to or misdelivery of or failure to deliver or delay in delivery of goods either in transit or in agistment or livery or due to or in the course of any alteration to carriage for any reasons whatsoever.
7. The Carrier shall have a lien on the goods and any documents relating thereto and on any other goods of the Consignor in the possession of the Carrier or any documents relating thereto for all sums payable by the Consignor to the Carrier and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the Consignor.
8. The Carrier shall not be obliged to insure against any loss or damage to, misdelivery of, failure to deliver, or delay in delivery of goods, and any such insurance must be authorised by the Consignor.
9. It is agreed that no servant or agent of the Carrier nor any other person has any power to waive or vary any of the terms hereof unless such waiver of variation is in writing signed by an executive officer of the Carrier.
10. The charges of the Carrier shall be considered earned as soon as the goods are uplifted.
11. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of all goods the subject matter of carriage and by entering into any arrangement to carry goods the Consignor expressly accepts.
12. All the rights, immunities and limitations of liability in the above terms shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any of the conditions hereof by the Carrier or any other person entitled to the benefit of such provisions.
13. These conditions shall be governed and construed in accordance with the laws of the State of New South Wales.
14. Notwithstanding anything herein contained the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of any such warranty.

Methods of Payment

By Mail

Tamworth Horse Transport
Heritage Hill
Moonbi Common Rd
MOONBI NSW 2353

By Direct Deposit

Tamworth Horse Transport
BSB 062 602
Acc No. 10575866