



# 9696 9695

106 Gladstone Street, South Melbourne 3205  
 P.O. Box 474 Glen Waverley 3150  
 A Division of Simeg Pty Ltd ACN 28 006 908 381

Account No:

SPH is not a Common Carrier.  
 Please read terms and conditions.

Date	Invoice No.	Reference No.	Vehicle Type M L T	Item	Express	Time of Booking	Pick up	Deliver to	Time Del	Load & Unload	Unit No.	Received By (Print Clearly)
1			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
2			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
3			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
4			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
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6			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
7			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
8			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
9			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							
10			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>							

Vehicle Type: Mini 0-25 Kg or 1m<sup>2</sup>    Lite 26-100 Kg or 1.5m<sup>2</sup>    1 Ton >101Kg Or >2m<sup>2</sup>



## TERMS AND CONDITIONS OF CONTRACT

1. SIMEG PTY. LTD.) trading as SPH TRANSPORT and/or SPEEDY PARCEL HANDLERS (SPH) The (hereinafter referred to as the CARRIER) which expression shall include, its servants, agents, employees and sub-contractors IS NOT A COMMON CARRIER and will accept no liability as such. All articles are carried by the Carrier subject only to these conditions. 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. The goods are accepted by the Carriers subject to the following conditions:
  - (a) That they comply with the requirements of any applicable law relating to the nature, condition and packaging of the goods and the expenses and charges of the Carrier in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs, warehouse or other authority or Company shall be paid by the consignor.
  - (b) If any of the goods are subject to the control of the Customs, all customs duty, excise duty and costs which the Carrier becomes liable to pay in respect of such goods pursuant to any law relating to customs and excise shall be paid by the Consignor or the party for whom the goods are carried.
  - (c) That the goods are fully described in writing in the space provided on the Carrier's consignment note including the name, nature and value of all goods subject to special rates of carriage or of a noxious dangerous hazardous or inflammable nature or capable of causing damage or injury to any other goods, or to any persons or animals or to any store, vessel, vehicle, wagon van, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored or which are liquid or partly liquid and that additional freight charges shall be paid on any such goods if deemed necessary by the Carrier.
  - (d) The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Carrier by an Authorised Officer of the Carrier.
3.
  - (a) The Carrier shall not be under any liability for any loss of or damage to, or misdelivery, or non-delivery of the goods or any part thereof arising out of or incidental to the carriage of goods or any services ancillary thereto even if such things are due to negligence or misconduct of the Carrier and whether or not the cause of such things is known by the Carrier.
  - (b) In the event that the contract requires any handlings, installation removal, assembly or erection of any kind then it is undertaken on the strict basis that the Carrier shall not be under any liability for any loss or damage or injury of any kind whether to the goods or to any person or property and even if caused by negligence or misconduct of the Carrier.
  - (c) The carrier shall not be responsible for the loss or dishonest appropriation by any of its employees of any payments made directly to those employees on behalf of the Consignor and intended for the Carrier. The Consignor shall indemnify the Carrier for any amount so lost or dishonestly appropriated.
4. **INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESS INSTRUCTION IN WRITING OF THE CONSIGNOR AND THEN ONLY AT THEIR EXPENSE AND ON LODGEMENT OF A DECLARATION AS TO VALUE PRIOR TO COLLECTION OF THE GOODS TO BE CARRIED.**
5. Freight shall be considered earned as soon as the goods are loaded and despatched whether the goods are delivered to the Consignor and whether damaged or otherwise. Under no circumstances will any payment for freight be refunded.
6. The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason.
7. The Carrier may charge freight by weight measurement or value and may at any time re-weigh or re-value or re-measure or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.
8. These conditions shall be governed and construed in accordance with the laws of the State of the Commonwealth in which the consignment note is issued, and any proceedings against the Carrier shall be brought in that State and not elsewhere within twelve (12) months from the date of the contract.
9. Should the Consignee of the goods described herein not be in attendance at the address given during normal trading hours, when delivery is attempted, an additional charge may be made at ruling rates for each call until delivery is accomplished
10. The Carrier will deliver goods at intermediate points only by special arrangement and then provided facilities are available at all hours.
11. Goods may be on-forwarded by any means at the Carrier's discretion.
12. The Carrier may arrange for the carriage of goods and services ancillary thereto by any subsidiary or associate company or any independent contractor or sub-contractor of the Carrier.
13. In respect of any clause herein which excluded or in any way limits the liability of the Carrier in respect of this carriage of goods the Carrier in addition to acting for himself is acting as agent of the trustees for each of his servants and also any other person or company with whom the Carrier may arrange for the carriage of the goods and services ancillary there to and the servants of such person or company so that his servants and such person or company and his or its servants are parties to this contract so far as may be necessary to give effect to this clause and the Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.
14. All the rights, immunities and limitations of liability in both the above conditions of carriage and in the complete list of conditions of damage shall continue to have their full force and effect in all circumstances notwithstanding any breach of the contract or of any conditions thereof by the Carrier.
15. In regard to the goods which the Carrier has been requested by the Consignor to pack/unpack, the Carrier shall not be liable for any damage or loss whatsoever whether in the course of packing/unpacking or in-transit or otherwise and howsoever occasioned to the said goods or any of them even if caused by the negligence of the Carrier or its servants or agents.
  - (a) When the carrier is required to load or unload any liquids, partly liquids, substances or any commodities or products into bulk tanks or vessels, drums or containers, he shall not be liable for any loss, damage, or contamination of product during any such loading or unloading operation or packing or unpacking or whilst such product is in-transit by any means of transportation or whilst goods are held in store or bulk storage tanks for any reason.
16. The Carrier may carry all goods, or have them carried by any method which the Carrier in its absolute discretion deems fit and not withstanding any instructions verbal or otherwise of the Consignor that the goods are to be carried by another method.
17. **PLEASE NOTE THESE TERMS AND CONDITIONS.**



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