

STANDARD TERMS & CONDITIONS

Effective 01st November 2016

1.0 DEFINITIONS

In these Standard Terms and Conditions, unless the context otherwise requires;

- 1.1 **'the Company'** means ANH Transport Services Pty Ltd and includes its Directors, employees and authorised representatives.
- 1.2 **'the Customer'** means the person or corporation (*incorporated or unincorporated*) to whom Services will be provided.
- 1.3 **'Person'** shall include an individual, their heirs, executors and assigns, a body politic, a corporation, an association, a business entity and, a statutory or other authority (*incorporated or unincorporated*).
- 1.4 **'Contractor'** means any independent Contractor engaged by the Company for the provision of Goods or Services. The Company accepts no liability for the actions or omissions of a Contractor. It is the sole responsibility of the Customer to manage and control the Work Site and supervise any Goods or Services being provided by a Contractor.
- 1.5 **'Customer Work Order'** means the instruction in written, verbal or electronic format, issued by the Customer, inclusive of any additional special instructions, and accepted by the Company for Goods or Services to be rendered to the Customer. These Standard Terms and Conditions are, or are deemed to be, incorporated in such Customer Work Order.
- 1.6 **'Services'** means all Services supplied by the Company to the Customer and are as described in Customer Work Orders, quotations, Drivers Daily Work Record, Truck Hire Dockets, invoices, or any other document supplied by the Company to the Customer.
- 1.7 **'Work Site'** shall mean any site(s) nominated by the Customer whereby the provision of Goods or Service is either wholly or partially provided. It is the sole responsibility of the Customer to manage, control and supervise each Work Site.
- 1.8 **'Hourly Hire'** means the calculation per hour or part thereof, by the Company for the provision of Services and shall be inclusive of all time taken to make effective entry to, or exit from, a Customers Work Site. Hourly Hire will also be inclusive of all delays, however caused, that may be encountered and any other additional time taken to perform the Services requested.
- 1.9 **'Minimum Day Rate'** unless stated otherwise, means the minimum fee charged per day by the Company for the provision of Services as detailed in a Customer Work Order, and shall be calculated as the applicable;
Hourly Hire Rate x Minimum Hire Period
- 1.10 **'Travel'** means the rate charged for;
 - a) *the time (hourly) taken, or;*
 - b) *the kilometre distance travelled,*by the Company, in travelling to and or from, the nominated Customer Work Site. When Travel is not included in another rate structure, Travel is charged in addition to any other applicable rates.
- 1.11 **'Day Rate'** means the rate charged per hour, for the provision of Services and is applicable Monday to Friday from 06.00hr to 18.00hr.
- 1.12 **'Night Rate'** means the rate charged per hour, for the provision of Services and is applicable daily from 18.00hr to 06.00hr.
- 1.13 **'Weekend Rate'** means the rate charged per hour, for the provision of Services and is applicable on a Saturday or Sunday.
- 1.14 **'Public Holiday Rate'** means the rate charged per hour for the provision of Services on any day deemed to be a Public Holiday.
- 1.15 **'EPA Rate'** means the rate charged, for the carriage or transportation of contaminated materials as defined or categorised by the Environment Protection Authority (EPA). EPA rate is charged as;
 - a) *The applicable Hourly Hire Rate plus \$5.00 per hour, or;*
 - b) *Cartage Rate plus 5%*
- 1.16 **'Cartage'** means the loading of Goods and the carriage or transportation of said Goods from the point of pick-up to the point of delivery as specified by the Customer.
- 1.17 **'Minimum Cartage'** where the Customer requires delivery of Goods of less than the minimum cartage quantity, the Minimum Cartage fee charged is equal to;
 - a) *Tandem Truck = 10 ton*
 - b) *Truck and Dog = 20 ton*
 - c) *Tri axle semi = 20 ton*
- 1.18 **'Cartage Rate'** means the rate charged per kilometre for the carriage of Goods. The minimum Cartage Rate payable is equal to ten (10) km. The Cartage Rate is calculated as;
 - a) *Ton x per km rate*
- 1.19 **'Supplier Service Fee'** means the administration fee(s) charged by the Company for organising the provision of Goods or Services provided by a Contractor or vendor, other than the Company, pursuant to each Customer Work Order. Unless stated otherwise, the Supplier Service Fee is equal to five (5%) percent of the invoiced total for the provision of the Goods or Services.
- 1.20 **'Cancellation Fee'** means the fee(s) charged by the Company when a Customer Work Order is cancelled, rescheduled, postponed or varied in some other way, at short notice, by the Customer, through no fault of the Company.
- 1.21 **'Waiting Time'** means the additional time taken, after the lapse of the first ten (10) minutes included in the Cartage Rate, to execute a delivery at the Work Site. Waiting Time is charged per minute and is in addition to the applicable Cartage Rate. Waiting Time, however caused, is charged as a portion of the respective Hourly Hire Rate for the vehicle provided.
- 1.22 **'Goods'** means any goods, material or products carried or transported by the Company on behalf of the Customer in the process of providing the Services.
- 1.23 **'Vendor'** means a person, business or company that offers Goods or Services for sale for which a payment is made.
- 1.24 **'Drivers Daily Work Record'** is the record of the drivers work activities throughout each period.
- 1.25 **'Out-of-Hours'** means the period of time between the closure of office hours on one day and start of office hours on the next business day.

2.0 OFFICE HOURS

Office Hours are:

- Monday to Friday** – 06.00hr to 17.00hr
- Saturday** – 06.00hr to 12.00hr
- All other times** – *Out-of-Hours Service Only*

The Company does not guarantee that communication will be received or acted upon outside of normal office hours. Where the Company is required to attend to business matters on behalf of the Customer outside of normal office hours the Customer will incur an Out-of-Hours service fee equal to sixty (\$60.00) dollars per hour.

3.0 INTERPRETATION

- 3.1 Any special conditions specified in a Customer Work Order, quotation or other document provided by the Company, shall be read and constructed so as to vary these printed Standard Terms and Conditions, but only to the extent of any inconsistency.
- 3.2 Where there is more than one Person named in the Customer Work Order as the Customer then the obligations of the Customer pursuant to these Standard Terms and Conditions shall be joint and several.

4.0 ENTIRE AGREEMENT

- 4.1 These Standard Terms and Conditions constitute a complete and exclusive statement of the agreement and understanding between the Company and the Customer with respect to the subject matter hereof and supersedes all prior arrangements between the parties either written, oral or established through the course of dealings.
- 4.2 These Standard Terms and Conditions cannot be varied except in writing and signed by a duly authorised officer of the Company.
- 4.3 Specific and individual clauses contained within these Standard Terms and Conditions may be waived at any time, in relation to a specific Customer Work Order, solely at the discretion of the Company.

5.0 ACCEPTANCE OF CONDITIONS

- 5.1 Receipt of a Customer Work Order by the Company constitutes the acceptance of these Standard Terms and Conditions by the Customer.
- 5.2 The Company may change these Standard Terms and Conditions at any time. The Customer will be bound by the amended Standard Terms and Conditions for all future Customer Work Orders following the notice of the changed Standard Terms and Conditions.
- 5.3 All changes will be deemed to have been received within two (2) business days of publishing on the Company's website, posting, faxing or emailing to the Customer or their representative.

6.0 JURISDICTION

- 6.1 The contract and any other dealings with the Company shall be governed by and construed in accordance with the law in effect in

South Australia and the parties hereto accept the jurisdiction of the Courts of South Australia, in relation to any dispute between them.

7.0 PROVISION OF SERVICES AND CARRIAGE OF MATERIALS

- 7.1 The Company IS NOT a common carrier and shall accept no liability as such. All Goods carried, transported and (or) stored, and, all Services provided by the Company are subject only to these Standard Terms and Conditions.

8.0 PRICE

- 8.1 The price of the Goods or Services provided by the Company are as specified in the authorised Customer Work Order, quotation, invoice or other document provided by the Company and unless otherwise stated, exclude GST. However, such price is provided as a guide only and may vary due to changes in demand, quantity, surcharges, fuel costs, additional fees or taxes.
- 8.2 Goods and Services Tax (GST) will be applied to applicable Goods or Services at the published rate and will be in addition to the price quoted on any documents.

9.0 EXECUTION AND DELIVERY

- 9.1 With the exception of Out-of-Hours Services, Customer Work Orders received outside of normal office hours will be deemed to have been received by the Company at the start of the next business day.
- 9.2 A Customer Work Order received or, in the event that an existing Work Order requires amending in any way, outside of normal office hours for which the Customer requires the Company to act upon will be deemed to be Out-of-Hours Services.
- 9.3 Until a Customer Work Order has been accepted by the Company, there is no implied, stated, or guarantee that Goods and Services specified in the Customer Work Order will be supplied by the Company, an independent Contractor or vendor.
- 9.4 Delivery of Goods at the Work Site is deemed to have been provided when the delivery vehicle arrives at the kerbside adjacent to the Work Site.
- 9.5 The provision of Services is deemed to have commenced one (1) hour prior to the Customer Work Order allocated on-site start time. This provides for Pre-start inspections, tool box meetings etc and preparation inclusive of the Travel to the Work Site by the Company.
- 9.6 It is the responsibility of the Customer to supply the Company with the correct Work Site details and to manage, control and supervise each Work Site, to enable an effective delivery of the Goods or Services to be rendered at the nominated Work Site(s).
- 9.7 It is the responsibility of the Customer to provide a safe Work Site that meets all required OH&S legislation / regulation prior to the commencement of the provision of Services by the Company or Contractor.
- 9.8 It is the responsibility of the Customer to ensure that the Work Site can facilitate the vehicle requested and supplied by the Company. At all times the Company DOES NOT permit truck and

trailer combinations to be disconnected at Customer Work Sites to facilitate deliveries.

- 9.9 It is the responsibility of the Customer to inform the Company, in writing, confirming the location and nature of any concealed or other hazards present at the Work Site. This may include, but is not limited to, concealed pipes, drains, cables, contaminated waste or unstable ground prior to the commencement and throughout the provision of Services at the Work Site. The Customer will indemnify the Company or Contractor against any consequence, as a result of damage to, or damage from, any concealed or other hazard.
- 9.10 The Customer or its representative at the Work Site is authorised to request and approve changes to the Customer Work Order, inclusive of Goods or Services rendered, fees charged and product specifications, unless the Company is notified in writing, by the Customer, to the contrary, prior to the commencement of providing Goods or Services.
- 9.11 The Company is authorised to import Goods to the Work Site of the Customer and it shall be taken that the Company has imported the Goods in accordance with any contract by obtaining a signature on the Drivers Daily Work Record, Weigh Note or similar document. In the event that no Persons are present, the import of Goods is deemed to have taken place by importing and depositing the Goods at the Work Site.
- 9.12 Prior to exporting Goods from the Work Site, the Customer will have the necessary supporting documentation and authority to transfer, or deposit, the Goods to another location.
- 9.13 When an import or export of Goods cannot be executed at the nominated Work Site, the Customer authorises the Company to return the Goods to the place of origin, or an alternative Work Site and the Customer accepts liability for all additional fees and charges incurred by the Company or Contractor in doing so.
- 9.14 The Customer shall be deemed to authorise the Company to deviate from any pre-determined route that, at the discretion of the Company, is deemed necessary and reasonable in the circumstances.
- 9.15 The failure of the Company to import or export the Goods or provide Services on time, due to unforeseen circumstances shall not entitle either party to treat this contract as repudiated and no Person will be entitled to claim a refund or compensation as a result of the Company exercising its rights under this clause.
- 9.16 A signed Drivers Daily Work Record, Weigh Note, Customer Work Order or similar document supplied by the Company will constitute acceptance of the Goods or Services provided to the Customer. If no Persons are present, then the Customer has twenty four (24) hours in which to notify the Company of any discrepancy, thereafter the Customer accepts that the Goods or Services have been provided as detailed in the Customer Work Order, quotation, Drivers Daily Work Record or similar document.

10.0 PAYMENT TERMS

- 10.1 A tax invoice will be provided by the Company for all Goods or Services rendered to the Customer. Payment by the Customer is to be made upon presentation of the tax invoice. The Company DOES NOT issue or provide monthly account statements.

- 10.2 For all approved Customers of the Company with an account, the price is to be paid by the last day of the calendar month following that in which the Goods or Services were provided by the Company, or as stated in individual and specific Customer Work Orders and quotations.
- 10.3 For all other Customers, the price is to be paid in full on or before the supply of Goods or Services by the Company or as stated in individual and specific Customer Work Orders and quotations.
- 10.4 Should the Customer delay or default in respect to any payment due to the Company, the Company shall have the right, in addition to all other rights or remedies the Company has, to charge interest at a rate equivalent to three per cent (3%) in excess of such rate charged from time to time by the Company's bank for overdrafts. Such interest shall be calculated from the date the payment was due, to the date of full payment by the Customer. Any payment made by the Customer will first be credited against the interest accrued to the date of payment.
- 10.5 If the Customer defaults in payment the Customer agrees to pay all reasonable debt collection costs, including commissions and legal fees.
- 10.6 The Company may without notice, at any time, cancel an approved account, whereupon all amounts outstanding by the Customer shall become due and payable immediately.
- 10.7 Notwithstanding Clauses 10.2 and 10.3, all amounts owing by the Customer shall be due and payable immediately in the event of the Customer committing an act of bankruptcy, a mortgagee taking possession of the Customer's assets, a receiver of assets is appointed or a petition of bankruptcy or liquidation is appointed.
- 10.8 At no time does the Company authorise or consent to, and, the Customer is not entitled to make a deduction or retain a sum of money, from any invoiced price payable to the Company.

11.0 CANCELLATION

- 11.1 Cancellation fees are charged by the Company when, through no fault of the Company, a Customer Work Order for the supply of Services is cancelled, postponed or rescheduled at short notice.
- 11.2 Cancellation fees are charged on a per item (person, truck, machine) basis.
- 11.3 When the Company receives a cancellation notification for the provision of Services;
- *after the close of normal office hours, and;*
 - *prior to the scheduled start time as listed in the cancelled Work Order, or;*
 - *within four (4) hours and prior to one (1) hour, of the scheduled start time as listed in the cancelled Work Order;*
- a cancellation fee equal to two (2) hours at the applicable hourly hire rate will be charged, plus any other applicable fees and charges.
- 11.4 When the Company receives a cancellation notification for the provision of Services;
- *within one (1) hour of the scheduled start time as listed in the cancelled Work Order;*
- a cancellation fee equal to four (4) hours at the applicable hourly hire rate will be charged, plus any other applicable fees and charges.

- 11.5 When the Company receives a cancellation notification for the provision of Services;
- *after arriving at the work site as specified in the Work Order and prior to completing the minimum hire period;*
- then the minimum charge will be equal to the applicable Minimum Day Rate plus any other applicable fees and charges.
- 11.6 When a deposit has been paid by the Customer, the Company is authorised to retain the deposit towards payments outstanding and payable to the Company pursuant to Clause 11.0
- 11.7 The Company may waive, in part or in full, the Cancellation Fee when the Customer is able to provide the Company with a substitute Work Order, of equal or similar value, at the same time as cancelling the original Work Order.

12.0 INSURANCE

- 12.1 The Customer utilises the Goods or Services provided by the Company at entirely their own risk and acknowledge that plans can be disrupted at any time by unforeseen and unexpected circumstances. The Customer acknowledges that the Company does not include any insurance for Goods carried or transported. The Company recommends that all Customers take out appropriate insurance to cover risks caused by factors outside of the direct control of the Company (including but not limited to, communication delays, industrial disputes, fire or accident, natural catastrophe, acts of terrorism, war, personal accident or illness, loss or damage to Goods or personal property). The Company is not liable for any losses, injury or damage suffered by the Customer and no claims for compensation will be accepted.

13.0 GENERAL CONDITIONS

- 13.1 Pursuant to completing each Customer Work Order, the Company may from time to time, at its sole discretion, utilise the services of independent Contractors to meet fluctuations in demand. The Customer agrees to accept such provider's Terms & Conditions.
- 13.2 The Company accepts no responsibility for any verbal, written or implied Terms and Conditions, warranties or guarantees provided by any third party.
- 13.3 The Company will act as agent only for the Goods or Services supplied by an independent Contractor or vendor. The Company does not warrant or guarantee any such Goods or Services and will not accept responsibility in relation to the same.
- 13.4 The Company is liable solely for the inclusions specified in each Customer Work Order, quotation or other document supplied by the Company.
- 13.5 At all times the Company retains absolute control of any Company owned and operated equipment, inclusive of quantity and type of Goods carried or transported and the effective execution and delivery of Goods or Services provided to the Customer.
- 13.6 Where a clerical or administrative error has been made by the Company, that error can be corrected at any time by the Company.

14.0 MINIMUM CHARGE

- 14.1 On a day when the Company provides Services in accordance with a Customer Work Order, and through no fault of the Company, the dollar value of the actual Services provided is less than the Minimum Day Rate, then the invoiced minimum charge will be adjusted to equal the applicable Minimum Day Rate, plus any other fees and charges payable.

15.0 INDUCTIONS

- 15.1 The time taken to complete onsite inductions, at the Customers Work Site, shall be included in the calculation of Hourly Hire.
- 15.2 Where the included Services are being provided as Cartage Rates, onsite inductions, in-excess of ten (10) minutes will be charged to the Customer as Waiting Time.
- 15.2 The time taken to complete external or online inductions at the Customers request will incur an administration fee of sixty dollars (\$60.00) per hour / per person / per occurrence.
- 15.3 The Customer will also reimburse the Company for all other fees incurred in sourcing, Police Clearances, Medicals, Security Passes, Driver History Reports or similar documents when these documents are required at the Customers request.

16.0 REFUNDS

- 16.1 In accordance with these Terms and Conditions any refund provided by the Company will be limited to the amount already paid by the Customer to the Company for a specific Customer Work Order, quotation or invoice, less any non-refundable fees and charges imposed.

17.0 DISPUTES

- 17.1 In the event that a Customer has a dispute with the Company, they must notify the Company in writing and provide all documentation or information in support of their claim as soon as is practicable and in any event, no later than thirty (30) days following the matter in dispute arising.
- 17.2 The Customer accepts that any decision, process or finding by the Company is not to be construed by any Person, to be an admission of guilt, or wrong doing, on behalf of the Company.
- 17.3 In the event that a dispute is not resolved by the Company to the Customer's reasonable satisfaction, then the matter shall be referred to an independent arbitration service in South Australia.
- 17.4 The party seeking further resolution to any dispute shall be liable to pay all their up-front costs imposed by the arbitration service in the performance of its duties.
- 17.5 In all cases the findings and recommendations of the independent arbitration service will be final and binding on all parties in the matter.

END OF DOCUMENT