

**STANDARD TERMS AND CONDITIONS OF CONTRACT FOR TRANSPORT SERVICES OF “REALTIMEEXPRESS.COM.AU”
A DIVISION OF HUNTER TRANSPORT GENERAL PTY LTD ABN 89 119 780 157 (“HUNTER”)**

NB: THESE TERMS AND CONDITIONS:

1. EXCLUDE OR LIMIT THE LIABILITY OF HUNTER FOR LOSSES AND DAMAGES. INTENDING CONSIGNORS ARE ADVISED TO READ THEM CAREFULLY AND TO CONSIDER PURCHASING APPROPRIATE INDEMNITY OR INSURANCE COVER TO ENSURE THEIR INTERESTS ARE ADEQUATELY PROTECTED; AND
 2. AUTHORISE HUNTER TO DEBIT THE CONSIGNOR’S PAYMENT ACCOUNT WITH AN AMOUNT IN ADDITION TO THE PRICE ORIGINALLY QUOTED SUFFICIENT TO COMPENSATE HUNTER FOR:
 - (a) ANY SHORTFALL BETWEEN THAT PRICE BASED ON INCORRECT OR INCOMPLETE DATA INPUT BY THE CONSIGNOR AND THE PRICE THAT WOULD HAVE BEEN QUOTED BASED ON CORRECT AND COMPLETE DATA; AND
 - (b) ADDITIONAL AMOUNTS CHARGEABLE IN ACCORDANCE WITH THE SURCHARGES SCHEDULE OR THESE TERMS AND CONDITIONS.
1. These terms and conditions (hereinafter referred to as “conditions”) shall apply to provision of services arising from orders placed through the computer-based internet on-line booking system situated at and known as “realtimeexpress.com.au” (in these conditions referred to as “Realtime”) owned and operated by Hunter.
 2. In these conditions, except where otherwise expressly provided or where such meaning would be repugnant to or manifestly inconsistent with the context in which the word or expression appears:
 - (a) “charges” the prices, fees and charges being consideration due and payable to Hunter for provision of services comprising:
 - (i) the charge quoted by Realtime in response to data regarding the intended consignment input by the consignor (“quoted price”); and
 - (ii) any surcharge applicable to the consignment in accordance with the Surcharges Schedule; and
 - (iii) charges payable in accordance with these conditions in addition to (i) and (ii) (“additional charges”).
 - (b) “Hunter” means Hunter Transport General Pty Ltd (ABN 89 119 780 157), its employees, agents and sub-contractors involved in provision of services for or on behalf of Hunter in connection with the operation of its Realtime business.
 - (c) “consignment” means goods (together with any containers, packaging, pallets or similar items containing, holding or accompanying the goods) accepted by Hunter from a sender for the purpose of supplying the services.
 - (d) “consignment note” means either:
 - (i) a document in a form approved by Hunter raised by Hunter or the sender to accompany a consignment; or
 - (ii) some other record (including electronic or documentary) acceptable to Hunter identifying the sender and consignee of the consignment and used to obtain a recipient’s signature as proof of delivery (“POD”) of the consignment.
 - (e) “consignor” means the person or persons who place and pay for an order through Realtime for the provision of services.
 - (f) “consignee” means the intended recipient of the consignment as advised to Hunter by the consignor through Realtime.
 - (g) “Contract” means the contractual relationship between Hunter and the consignor arising from placement of and payment for order through Realtime for provision of services.
 - (h) “dangerous goods” means goods classified as such by any applicable Dangerous Goods Code or similar instrument applicable to the goods or which are or may become dangerous, volatile, offensive, noxious, hazardous, inflammable, poisonous, corrosive, explosive or radioactive or which are or may become liable to injure people or cause damage to the environment or any property whatsoever.
 - (i) “financial institution” means the bank or other financial institution with whom the consignor conducts the payment account.
 - (j) “goods” means the wares and other tangible items of property (including liquids and bulk materials) comprised in a consignment.
 - (k) “invoice” (and “invoicing”) in relation to an invoice issued by Hunter means a tax invoice for the purposes of the A New Tax System (Goods and Services) Tax Act, 1999 (as amended) or any other legislation imposing a goods and services tax or value added tax with respect to provision of services and which can be sent by email in the same way as provided for notices pursuant to sub-clause (n) hereof.
 - (l) “loss” and “damage” in relation to goods shall include concealed damage deterioration, contamination or evaporation and all loss or damage consequential upon or arising indirectly from loss of or damage to goods (including but not limited to actual or potential loss of profit or custom or damage to reputation and all costs, expenses, fines and other amounts arising as a consequence of or incidental to such loss or damage).
 - (m) “normal trading hours” means the time between 7.30am and 6.30pm Monday to Friday excluding public holidays.
 - (n) “notice” means written notice to be given by email and, with respect to Hunter, will be valid if sent to realtimeexpress.com.au and, with respect to any other party, will be valid if sent to the address shown on the last email received by Hunter from that party, and, the period prescribed herein for any notice will exclude the date of the notice.
 - (o) “owner’s risk” means that, subject only to the provisions of these conditions, Hunter shall not be liable for loss of or damage to goods or other specified risks (including but not limited to misdelivery or late delivery).
 - (p) “pallet” means any mobile platform or container made of wood, metal, plastic or other material used for storage and/or transportation of goods (including liquids) and includes equipment referred to as “skids” and “pallecons”.
 - (q) “payment account” means the consignor’s credit card or other (such as “PayPal”) account from which charges are to be paid and includes any alternative or secondary source of funds nominated by the consignor to the financial institution concerned.

- (r) "POD" means proof of delivery of a consignment as referred to in sub-clause (d) hereof.
 - (s) "services" means the whole or any part of the operations and services performed or supplied by Hunter in connection with a consignment including but not limited to the collection, carriage, transportation, delivery and/or storage of the consignment.
 - (t) "sender" means the person (including a consignor) from whom Hunter collects a consignment for the purpose of supplying services.
 - (u) "subcontractor" includes any person who pursuant to a contract or arrangement with any other person (whether or not Hunter) performs or agrees to perform services or any part thereof.
 - (v) "surcharge" means a charge payable pursuant to the Surcharges Schedule.
 - (w) "Surcharges Schedule" means the document so titled appearing on the Realtime website immediately following these conditions at the time of the Realtime order being placed.
 - (x) "tender" (and "tendered") in relation to goods consigned to Hunter includes goods picked up from a sender (other than the consignor) on the instructions of the consignor.
 - (y) "weight" includes mass.
 - (z) (i) the singular includes the plural and vice versa;
 - (ii) any gender includes the other genders;
 - (iii) "person" includes natural person, partnership, corporation, unincorporated association, regulatory body or governmental or semi-governmental organisation;
 - (iv) reference to clauses/sub-clauses is reference to corresponding clauses and sub-clauses in these conditions.
 - (v) reference to legislation, regulations and other statutory enactments and instruments shall include reference to amendments thereto and successors thereof.
 - (aa) "working day" means a day other than Saturday, Sunday or a public holiday in the place where the delivery of the consignment was or was intended to be effected.
3. (a) By nominating a payment account from which charges are to be paid the consignor shall thereby have agreed to be bound by these conditions including payment of all moneys payable in accordance with these conditions and surcharges in accordance with the Surcharges Schedule.
- (b) Where the person placing the order through Realtime is not the same as the person whose payment account has been nominated as the source for payment of charges, both shall be defined as the consignor for the purposes of these conditions, each shall be jointly and severally liable for breach of or failure to comply with these conditions and reference in these conditions to placement of an order shall be deemed to include payment of charges with respect to that order.
- (c) By nominating a payment account the consignor shall, subject to the provisions of sub-clause (7) hereof, have and be deemed to have irrevocably and unconditionally authorised Hunter to deduct from that payment account (in addition to the quoted price) surcharges and additional charges relating to the particular consignment.
- (d) In reliance upon the said authority, which shall remain in full force and effect until it is effectively cancelled in accordance with sub-clause (7) hereof, Hunter will be entitled to directly debit the consignor's payment account with surcharges and additional charges which shall become due and payable as soon as they have been calculated, without Hunter having to give prior notice to or to obtain the express prior consent from the consignor, PROVIDED HOWEVER that Hunter shall, at or about the same time as it directly debits a surcharge or additional charge to the payment account, issue to the Consignor a combined invoice/receipt containing particulars of the charge.
- (e) In the event that the available credit limit on or available clear funds in the payment account is or are insufficient to satisfy the charges to be directly debited from the payment account, or if for some other reason an attempt by Hunter to directly debit charges to the payment account fails, Hunter shall have the right, but not be obliged, to make further attempts to directly debit the payment account at such times as in its absolute discretion it chooses. The consignor shall be liable for any fees in relation to such attempts charged by the consignor's financial institution.
- (f) Additional charges shall be calculated in accordance with Clause 9 and shall be subject to the provisions of Clause 19 regarding the bringing of credit claims.
- (g) The consignor shall have the right to cancel the entitlement of Hunter to directly debit the consignor's payment account by giving at least three (3) working days' prior notice of such intention to the financial institution and to Hunter but:
- (a) unpaid surcharges and additional charges shall remain immediately due and payable in accordance with sub-clause (4) hereof; and
 - (b) cancellation shall prevent the consignor using the payment account to place further orders for supply of services.
- (h) Notwithstanding the right conferred on Hunter by sub-clause (5) hereof, if for any reason Hunter cannot effect payment of charges by direct debit to the payment account, Hunter may give notice to this effect to the consignor and at the same time make demand upon the consignor to immediately take steps, and give notice to Hunter of these steps, to ensure that the full amount of the charges is received forthwith by Hunter.
- (i) If the consignor fails to comply with sub-clause (8) hereof, while goods of the Consignor remain in the possession or under the control of Hunter, Hunter shall be entitled at its absolute discretion, without further notice to the consignor, and, without prejudice to its rights to pursue other remedies against the consignor through appropriate legal proceedings, to:
- (a) exercise the lien over the consignment pursuant to the provisions of Clause 23; or
 - (b) otherwise dispose of the goods as it sees fit without any liability whatsoever to account to the consignor for such disposal.

- (j) The consignor shall indemnify and keep indemnified Hunter from and against all liability whatsoever to any other person arising from any action taken by Hunter pursuant to sub-clause 3(9).
4. No person (including an employee, agent or subcontractor of Hunter) has authority from Hunter to waive or vary any of these conditions or the application of the Surcharges Schedule unless the waiver or variation is in writing and signed by a director of Hunter, so described.
 5.
 - (1) The terms of any documentation accompanying the consignment raised by the sender shall not diminish or negate the application of these conditions or Surcharges Schedule to the consignment.
 - (2) The signature of a consignment note by an employee or other representative of Hunter on collection of goods shall constitute no more than an acknowledgment of pick-up of those goods but not as to their nature, number, quantity, quality or value.
 - (3) Further to sub-clause 5(2), it is acknowledged and agreed that Hunter relies on details recorded on the consignment note by the sender but cannot verify and does not admit their accuracy or completeness.
 6. Hunter shall have the right at any time and from time to review and increase existing surcharges or impose new surcharges provided that such increase or imposition will only take effect with respect to orders placed for the supply of services at such time as the amended Surcharges Schedule has been displayed on the Realtime on-line booking site.
 7.
 - (1) Hunter is not a common carrier and accepts no liability as such (including, subject to exception referred to in sub-clause 14(1), to insure goods against loss or damage) and may in its absolute discretion:
 - (a) refuse (without need to show cause) provision of services to any person (including the consignor) whether before or after collection of goods or transportation by Hunter has occurred;
 - (b) without limiting the generality of sub-clause (1)(a), refuse to pick up or deliver goods where, in the absolute discretion of Hunter, facilities and resources available at the point of pick-up or delivery (as the case may be) are not adequate to properly and safely effect loading, unloading or handling of goods;
 - (c) open any document, envelope, package or other container in which goods are placed or packaged to inspect the goods to determine their nature or condition, or, where any consignment note or identifying document or mark is lost, damaged or destroyed, to ascertain the ownership or intended destination of the goods provided however that Hunter shall not be obliged to do so and shall incur no liability whatsoever in consequence of either doing or not doing so.
 - (2) Any refusal by Hunter pursuant to sub-clauses 7(1)(a) or (b) shall be conditional upon refund of moneys paid by the consignor for services not supplied subject to the right of Hunter to impose a cancellation fee pursuant to Clause 8.
 8.
 - (1) Except where refusal by Hunter to supply services pursuant to 7(1)(a) or (b) or otherwise or where non-performance of services by Hunter for whatever reason is caused by circumstances exclusively within the control of Hunter or resultant from the deliberate act or omission of Hunter, in the event of such refusal or non-performance Hunter shall be absolutely and permanently entitled to retain the quoted price paid by the consignor as a cancellation fee and to pursue recovery from the consignor of any unpaid surcharges or additional charges.
 - (2) Without limiting the generality of sub-clause 8(1), circumstances giving rise to the entitlement of Hunter to refuse pick-up and retain or claim moneys as a cancellation fee will include the following:
 - (a) failure on the part of the consignor to have the consignment:
 - (i) packaged properly in accordance with sub-clause 13(1); or
 - (ii) suitably identified by consignment note or otherwise as to the identity and location of the consignee; or
 - (iii) otherwise suitable or available for pick-up, at the time Hunter's representative calls for pick-up at the designated place and at or about the time appointed by the consignor or otherwise at a time reasonable in all the circumstances (which shall include normal trading hours);
 - (b) the consignment contains dangerous goods or other goods listed on Realtime as goods Hunter does not carry;
 - (c) particulars of the consignment (including as to the nature, number of items, weight and dimensions) recorded by the consignor at the time of placing the order through Realtime understate those of the actual consignment by a magnitude that Hunter in its absolute discretion considers unreasonable;
 - (d) the refusal or failure of the consignor to pay or agree to pay any additional charges calculated by Hunter pursuant to Clause 9 or a surcharge calculated in accordance with the Surcharges Schedule and notified to the consignor at pick-up;
 - (e) the consignor cancels pick-up after Hunter's vehicle has been despatched to carry out the pick-up notwithstanding that the consignor is advised by Hunter that:
 - (i) the vehicle has been despatched; and
 - (ii) the moneys paid through Realtime will be forfeited as a cancellation fee;
 - (f) the place designated for pick-up and/or delivery is changed after the vehicle has been despatched.
 9.
 - (1) If Hunter elects not to exercise its right of refusal pursuant to Clause 8 despite the existence of a discrepancy referred to in Clause 8, in every such case the consignor shall be responsible for all surcharges and additional charges incurred by Hunter in collecting and delivering the consignment, including those attributable to:
 - (a) the difference between the actual weight and/or dimensions of the consignment and the weight and/or

- dimensions declared by the consignor through Realtime (including, where applicable, need to use an additional or replacement vehicle as a result of that difference);
- (b) the change in pick-up and/or delivery location;
 - (c) the need to package, re-package, palletise, wrap or otherwise deal with and handle the freight in consequence of a failure on the part of the sender to have it properly prepared for transport.
- (2) It is acknowledged and agreed that where a representative of the sender is not available to verify and rectify any discrepancy as to weight and/or dimensions, the measurements and calculations of Hunter's representative shall be conclusive of the correct particulars in the absence of any demonstrable and manifest error.
 - (3) Where subsequent to pick-up and before delivery Hunter measures the dimensions and/or weight of a consignment by electronic or mechanical device or any other means, the dimensions and/or weight so determined shall in the absence of any demonstrable and manifest error be deemed to be the actual dimensions and/or weight for the purposes of charging and invoicing the consignor.
 - (4) It is also acknowledged and agreed that:
 - (a) all consignments will be charged at the rate of two hundred and fifty kilograms (250kgs) per cubic metre or on the actual weight of the consignment whichever produces the greater charge;
 - (b) that the weight so calculated shall be rounded up to the next whole kilogram for charging purposes;
 - (c) for differences referred to in sub-clauses 9(1)(a) and (b), additional charges shall be the difference between the quoted price and such other price, if any, as would have been produced had the correct data been input into Realtime;
 - (d) if another price cannot be generated by Realtime from input of correct data, additional charges shall be as reasonably calculated by Hunter having regard to the charge which would have been levied on a substantially similar consignment (including as to pick-up and delivery locations) for a customer placing a one-off order with Hunter otherwise than through Realtime;
 - (e) charges for activities referred to in sub-clause 9(1)(c), elsewhere in this Clause 9 and in these conditions shall, as far as possible, be calculated in accordance with the Surcharges Schedule, or, to the extent that the Surcharges Schedule cannot be applied, in accordance with the reasonable calculation provisions of sub-clause 9(4)(d);
 - (f) surcharges and additional charges shall become due and payable in accordance with Clause 3.
10. The consignor warrants and agrees that any person who purports to tender goods to Hunter on behalf of the consignor (or any sender from whom Hunter picks up goods at the direction or in accordance with the instructions of the consignor) is authorised by the consignor to do so, to sign the relative consignment note and to accept these conditions on behalf of the consignor and any person having an interest in the goods.
 11. Where the consignor is not the owner of the goods tendered to Hunter, it warrants its authority to act as agent of the owner of, or any other person having an interest in, the goods for all purposes in connection with provision of services and is authorised to accept and is accepting these conditions not only for itself but as agent for and on behalf of all other persons who are or may hereafter be interested in the goods.
 12. (1) The consignor indemnifies and shall keep indemnified Hunter in respect of all liability whatsoever or howsoever arising (including, without limitation, from negligence by act or omission by Hunter) to any person in connection with provision of services or the goods generally.
 - (2) All rights, powers, authorities, immunities and limitations of liability in these conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of these conditions or the Contract or negligence on the part of Hunter or any person entitled to the benefit of these conditions.
 - (3) The provisions of sub-clauses 12(1) and (2) shall apply irrespective of whether Hunter's liability arises in circumstances which may constitute a fundamental breach of the Contract or a breach of a fundamental term thereof or breach of duty as a bailee.
 13. The consignor for itself and the sender (where they are not identical):
 - (1) warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling, storage and transportation of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks associated with performance of services having regard to the nature of the goods; and
 - (2) warrants the accuracy of all markings and brandings of the goods and all particulars furnished to Hunter for the purpose of provision of services; and
 - (3) indemnifies and holds harmless Hunter against all loss and damage arising and all costs and expenses incurred as a consequence of failure to comply with the warranty referred to in sub-clause 13(1) and any inaccuracy or omission in respect of matters referred to in sub-clause 13(2).
 14. (1) Except where the consignor has elected to purchase indemnity cover through Realtime with respect to the consignment, the consignor shall be entirely responsible for insuring the goods against loss or damage and against all other risks associated with provision of services in respect of the goods.
 - (2) Subject to the exception referred to in sub-clause 14(1), the goods shall be at the owner's risk and Hunter shall not be responsible to nor shall it insure the goods against loss or damage and shall not be responsible in tort or contract or otherwise (including, without limiting the generality of the foregoing, breach of duty as a bailee) for any loss of or damage to goods or misdelivery or failure to deliver or delay in delivery of goods (including perishable goods) either in transit or in storage, for any reason whatsoever including (without limiting the

generality of the foregoing) the negligence or default of Hunter or others, and, this Clause shall apply to all such loss of or damage to goods or misdelivery or failure to deliver or delay in delivery of goods as aforesaid whether or not the same occurs in the course of:

- (a) performance by Hunter of services; or
 - (b) events which are in the contemplation of or are foreseeable by Hunter and/or the consignor; or
 - (c) events which would constitute a fundamental breach of the Contract or a breach of a fundamental term thereof.
- (3) The consignor acknowledges and agrees that the provisions of sub-clause 14(2) also apply to pallets (whether or not laden with goods) and to docketts relating to the transfer, exchange, hire or de-hire of pallets taken into the custody and control of Hunter in the course of provision of services to the intent and effect that Hunter shall not be liable in any way to the sender or to the owner of a such a pallet or docket for the hiring or other charges and fees payable in respect of the pallet or for damage to or loss of the pallet or docket and the consignor shall indemnify and hold harmless Hunter from and against all claims and demands to pay such charges and fees or to make good any damage to or loss of any pallet or docket.
15. (1) The consignor shall be liable to Hunter for all charges and expenses incurred for any reason in the provision of the services including the charges set forth in the Surcharges Schedule for packaging, re-packaging, wrapping or palletising goods to the extent that Hunter considers in its absolute discretion to be required for the proper provision of services.
- (2) Notwithstanding the provisions of sub-clause 15(1):
- (a) Hunter shall not be obliged to carry out any of the activities referred to therein and shall incur no liability whatsoever in consequence of either doing or not doing so;
 - (b) whether or not Hunter carries out such activities, the goods shall remain at the owner's risk; and
 - (c) the consignor and/or sender shall at all times be responsible (as against Hunter) for the conformity of any containers, packaging, pallets or similar items with any requirements of the consignee and any liability or expense incurred by Hunter from any failure to so conform.
16. In the event that any loading, unloading, handling, removal, dismantling, assembly or erection of any kind whatsoever is involved in performance of services it is done at the owner's risk. This disclaimer extends to include not only loss of or damage to itemised goods or equipment itself, but loss, damage or injury to any person, property or thing caused during the activity and to any loss or damage consequentially or otherwise arising from any such loss, damage or injury aforesaid.
17. The consignment will be collected by Hunter on condition that Hunter shall not be responsible for the collection on behalf of the consignor or any other person of payment of moneys (in cash or otherwise) from the consignee or any other person for the goods and/or charges paid or payable to Hunter, and, when goods are tendered to Hunter with instructions to collect such payment and Hunter fails to comply with those instructions:
- (1) Hunter shall not be liable to the consignor or any other person for such failure;
 - (2) the consignor shall indemnify Hunter against any claim or demand brought against it arising from such failure; and
 - (3) the consignor shall nevertheless be liable for payment in full of all Hunter's charges relating to provision of services with respect to those goods.
18. (1) Any relief from liability in these conditions is to be read subject to any restriction on contracting out of liability and to any implied guarantees, terms, conditions and warranties imposed by any legislation (including the Competition and Consumers Act and Australian Consumer Law (2010) binding on Hunter so that the provisions for relief in these conditions are limited or rendered ineffective only to the extent required to give effect to that legislation but are otherwise fully effective or independent of any provisions which are void or ineffective by reason of the legislation.
- (2) Where the Contract relates to the supply of services not ordinarily acquired for personal, domestic or household use or consumption, or otherwise where contracting out of liability is not rendered invalid by legislation, the liability of Hunter in respect of failure to comply with any guarantees, terms, conditions or warranties referred to in sub-clause 18(1) shall be limited to:
- (a) supplying the services again; or
 - (b) paying the cost of having services substantially similar to those services supplied again.
- (3) In the absence of any such implied term, condition or warranty, Hunter gives no warranty or undertaking:
- (a) as to time of pick-up or delivery of goods; or
 - (b) that it will inform the sender of the expected or actual time of pick-up or delivery.
19. Without limiting the force and effect of relief from liability conferred on Hunter by these conditions:
- (1) Any claim by a consignor against Hunter for loss and/or damage to goods and/or other property or otherwise allegedly arising from provision of services by Hunter to be valid and eligible for consideration must be made in writing by the consignor, contain all relevant details and be supported by all relevant documentation and other material, and:
 - (a) where the claim relates to alleged damage to goods or any other property, must be made within 48 hours of delivery;
 - (b) in the case of alleged loss, must be made within 48 hours from the time the goods allegedly lost should in the ordinary course have been delivered; or

- (c) where the claim arises from any other cause (including with respect to any surcharge or additional charge) must be made within 3 working days from date of the invoice being issued pursuant to sub-clause 3(4).
 - (2) Where a claim is made within the relevant prescribed period and Hunter makes written request of the claimant for further particulars, the time period prescribed in sub-clause 19(1) shall be deemed to be extended for a further 7 working days from the date that the request was made and to expire at 5.00pm on the day marking the expiration of that period except where that day is not a working day in which case it shall expire at 5.00pm on the next working day.
 - (3) Acceptance of claims made outside these periods will be entirely at the discretion of Hunter and failure to notify a claim within the relevant prescribed period will be evidence of satisfactory performance by Hunter of its obligations under the Contract.
 - (4) A claim will not be valid or eligible for consideration if based only on absence of POD evidence endorsed on the consignor's paperwork if that evidence is provided by Hunter's consignment note and vice versa.
 - (5) A valid claim cannot be brought at any time with respect to the Realtime quoted price or to a surcharge or to additional charges paid by the consignor except where it is based on the allegation that the service to which these amounts relate was never provided.
 - (6) A claim for loss of or damage to goods or other property will not be valid or eligible for consideration by Hunter unless at the time of delivery (provided the consignee or some other person is in attendance at the place of intended delivery) a notation is made by the consignee or that other person on the consignment note as to such loss or damage.
 - (7) Hunter shall promptly consider and give written notice to the consignor of its decision with respect to any claim validly submitted, and, unless manifestly and demonstrably wrong or unreasonable, the decision of Hunter shall be final and conclusive.
 - (8) Where Hunter does not give written notice of its decision regarding a claim within 14 days from expiration of the prescribed period or the extended period referred to in sub-clauses 19(1) and (2), in the absence of written agreement between Hunter and the claimant to the contrary, Hunter will be deemed to have rejected the claim.
 - (9) Hunter's charges shall be deemed fully earned as soon as the goods are received from the sender and shall be payable in full by the consignor without deduction or set-off for any outstanding credit claim which, if approved, will be the subject of reimbursement by Hunter.
20. (1) Hunter and any subcontractor may subcontract on any terms all or any part of the services.
- (2) Every exemption, limitation, condition and liberty herein contained and every right, power, authority, exemption from liability, defence and immunity of whatsoever nature applicable to Hunter or to which Hunter is entitled hereunder shall also be available and shall extend to protect:
- (a) all subcontractors;
 - (b) every employee or agent of Hunter and of every subcontractor;
 - (c) every other person (except Hunter) by whom services or any part thereof are performed; and
 - (d) all persons (including Hunter) who are or may be vicariously liable for the acts or omissions of any person falling within 20(2)(a), (b) or (c).
- (3) For the purpose of this Clause 20, Hunter is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons falling within 20(2)(a), (b) and (c) who shall to that extent be deemed to be parties to the Contract.
- (4) The consignor:
- (a) warrants that no claim inconsistent with this Clause 20 shall be made by the consignor or any other person who is or may hereafter be interested in the goods;
 - (b) indemnifies and shall keep indemnified Hunter and each subcontractor against all claims including liability for legal costs incurred in relation to any such claim on a full indemnity basis; and
 - (c) agrees that the indemnity in sub-clause 20(4)(b) operates irrespective of whether the liability of Hunter or any other person arises in events which may constitute a fundamental breach of the Contract or a breach of a fundamental term of the Contract or a breach of the duties of a bailee.
21. (1) If the sender expressly or impliedly instructs Hunter to perform services in a particular way (whether as to means or route of carriage, place of storage or otherwise) Hunter shall endeavour to give priority to that way but in any event the way of providing services shall be at the sole discretion of Hunter and the consignor authorises Hunter in its absolute discretion to adopt any way of providing services other than the way instructed or agreed.
- (2) The consignor authorises any deviation from the customary or usual means or route of carriage or place of storage (if any) as Hunter may in its absolute discretion deem desirable or necessary.
22. (1) Hunter is authorised to deliver goods to the consignee at the address nominated by the consignor or sender or consignee and shall be deemed to have delivered the goods in accordance with the Contract if at that address it obtains a signature as evidence of POD from or on behalf of the consignee by a person who holds himself out to be or to have the authority of the consignee.
- (2) An acknowledgement of receipt of the goods in good order and condition shall be conclusive that the goods were delivered and received without loss or damage.
- (3) Subject to sub-clause 22(5), if the nominated place for delivery is unattended at the time delivery is attempted during normal trading hours or at the time specified by the consignor (and agreed to by Hunter or if delivery cannot otherwise be effected for any reason whatsoever beyond the control of Hunter, Hunter may at its absolute discretion and without having to obtain prior instructions from the consignor or sender:
- (a) leave the goods at the nominated place which shall be conclusively presumed to be delivery of the goods

- in accordance with the Contract; or
 - (b) without being obliged to do so, store the goods pending redelivery or return; and
 - (c) attempt redelivery of the goods at the nominated place for delivery; and/or
 - (d) return the goods to the consignor or sender (as the case may be).
- (4) Storage, each attempt at re-delivery, and, return of goods shall be at the owner's risk, and, subject to sub-clause 22(5), at the expense of the consignor in accordance with the Surcharges Schedule.
- (5) Where the consignor pays a re-delivery charge at the time of placement of the order through Realtime, the provisions of sub-clauses 22(3) and (4) shall apply only if the first attempt at re-delivery is unsuccessful.
- (6) The consignor acknowledges and agrees that in some circumstances, due to the nature or location of nominated address for pick-up or delivery (such as remoteness, accessibility or distance from the nearest depot of Hunter or its local sub-contractor), or the characteristics of the goods (such as their weight or bulk), or, the lack of resources available to effect pick-up or delivery (such as fork-lifts or other appropriate equipment), it will be impracticable for Hunter to effect pick-up or delivery at the address nominated by the sender in which case it will be necessary for:
 - (a) the sender to drop off the goods at a place nominated by Hunter (or its sub-contractor); or
 - (b) the consignee to pick-up the goods at such a nominated place; and
 - (c) the consignor to pay Hunter's reasonable charges, if any, attributable to additional cost and expense caused by such circumstances.
- 23. (1) Without limiting or prejudicing other legal and equitable rights and remedies available to it, Hunter shall have a lien on the goods (and any document relating to the goods) and any other items (and any documents relating thereto) of the consignor in the custody or under the control of Hunter for any moneys owing to Hunter by the consignor whether in connection with the carriage of the goods or otherwise and Hunter may detain and sell any or all of the goods or other items by public auction or private treaty without notice to the consignor to satisfy that obligation and all costs incurred by Hunter for storage or in relation to the sale, including legal costs on a full indemnity basis.
 - (2) Any such sale shall not prejudice or restrict the entitlement of Hunter to recover charges due or payable in respect of provision of the services not covered by the proceeds of sale.
 - (3) The lien conferred on Hunter by the provisions of sub-clause 23(1) shall extend to allowing Hunter without liability to withhold delivery and retain possession of the goods, other items and documents referred to therein pending payment of the moneys owing whether or not the goods, other items and documents are or reasonably appear to be the property of the consignor.
 - (4) The consignor shall indemnify and keep indemnified Hunter from and against all liability whatsoever to any other person arising from any action taken by Hunter pursuant to the provisions of this Clause 23.
- 24. (1) The consignor shall not tender to Hunter any dangerous goods without presenting to Hunter a full description disclosing the nature of the goods, and in any event shall be liable for and shall indemnify and hold harmless Hunter from and against all loss or damage caused by those goods.
 - (2) If in the opinion of Hunter the goods are, or are liable to become, dangerous goods, Hunter may at any time, at the cost and without compensation or liability to the consignor, take such action with respect to the goods as it considers appropriate including retention, destruction, disposal, abandonment or rendering harmless of the goods AND any such action shall be without prejudice to Hunter's right to payment from the consignor of all charges as would have been payable if the goods concerned had been delivered undisturbed and intact as well as the costs of taking action pursuant to this clause 24.
- 25. If any provision or part of any provision in these conditions is or becomes unenforceable that unenforceability shall not affect the enforceability of the balance of the provision or any other provisions.
- 26. The consignor (and any party seeking to claim through the consignor) shall be completely and forever barred from bringing suit against Hunter with respect to a consignment unless:
 - (a) the claim giving rise to the alleged cause of action has been the subject of a valid claim made to Hunter in accordance with Clause 19; and
 - (b) the claim has been rejected wholly or in part by Hunter or is deemed to have been rejected pursuant to sub-clause 19(8); and
 - (c) the proceedings are commenced against Hunter within 14 days from rejection or deemed rejection of the claim (as the case may be),
 AND it is acknowledged and agreed that these provisions may be adduced by Hunter as an absolute bar and estoppel in any proceedings brought in contravention of these provisions.
- 27. These conditions and the Contract shall be governed by and construed in accordance with the laws in force from time to time in the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State.

Surcharges Schedule

Description	Surcharge / Fee
9.00am Delivery: up to 25kgs ¹	\$50.00 capital cities, regional areas P.A.A.
9.00am Delivery: 26kgs or greater ¹	P.A.A. capital cities, regional areas P.A.A.
Timeslot/Time Specific Deliveries: up to 25kgs	\$50.00 capital cities, regional areas P.A.A.
Timeslot/Time Specific Deliveries: 26kgs or greater	P.A.A. capital cities, regional areas P.A.A.
Saturday Collection from Depot ²	\$50.00
Out-of-Hours Job ³	P.A.A. pick-up, P.A.A. delivery
Waiting/Loading/Unloading ⁴	\$0.00 to 10 minutes then \$100.00 per hour charged in 5 minute increments
Driver Assist ⁵	\$100.00(*) min. charge to 60 minutes then \$25.00 per 15 minute unit or part
Tail-Lift Truck ⁶	P.A.A. pick-up, P.A.A. delivery
Redelivery/Second Delivery ⁷	Refer redelivery schedule
Wrong Address/Insufficient Address ⁸	\$25.00
Futile Pick-up ⁹	\$20.00
Proof of Delivery Request ¹⁰	\$50.00 after three months from date of delivery
Excess Lengths: 2.5m up to/not incl. 4.0m ¹¹	\$50.00
Excess Lengths: 4.0m up to/not incl. 6.0m ¹¹	\$100.00
Excess Lengths: 6.0m and greater ¹¹	P.A.A.
Special Instructions ¹²	P.A.A.
Labour to Palletise ¹³	\$25.00 per 15 minute unit or part
Pallet Supply ¹⁴	\$20.00 per pallet
Storage ¹⁵	\$3.50 per carton per week, \$15.00 per pallet per week
Call/Book-in Pre-Delivery ¹⁶	\$2.50 per contact phone call or \$10.00 for paperwork exchange
Waiting/Loading/Unloading ¹⁷	\$0 to 10 mins then at rate of \$100/hour charged per 5 minute increment or part
Reprint and Affix Consignment Note/Shipping Label ¹⁸	\$2.50 per consignment
Action Special Instructions for Delivery or Special Handling Request (requested after booking or collection) 'SHR' ¹⁹	\$7.50 per consignment

Notes:

- A. All charges are **exclusive** of GST.
- B. Fuel levy not included.
- C. **All weights are shown whichever is the greater of:**
 - (a) 'dead' (actual weight) and
 - (b) 'cubic' weight (calculated at the rate of 333kgs per m³).
- D. **'P.A.A.'** = Price as advised by Hunter.
- E. **'9.00am Delivery'** charges apply to any delivery made pursuant to such a request and effected on or before 9.30am (additional 30 minutes to allow for unforeseen traffic conditions etc.) on the day specified for the delivery.
- F. **'Capital Cities'** means the appropriately shaded or otherwise distinguished area contained in the 'Key' or similar map appearing at or near the front of the 'UBD' (or other most similar) Directory for each capital city last published prior to the date of placement of the job booking, excluding areas not part of the mainland and other areas relatively remote from the mainland areas (e.g. in the case of Sydney, the areas shaded white and yellow but excluding Patonga and other inhabited areas in the Brisbane Water National Park).

Terms and Conditions:

1. Monday to Friday excluding public holidays. Capital cities only (excluding Darwin).
2. Between 7.00am and 9.00am only. Capital cities only (excluding Darwin).
3. Business days before 7.30am and after 6.00pm. Capital cities only (excluding Darwin).
4. When a driver is required to wait in excess of 10 minutes for loading or unloading at either the pick-up or the delivery.
5. Where nature of job requires additional driver/labour (e.g. loading, unloading, security) (*for each additional person required).
6. Fee applies when specified or nature of job requires.
7. For each attempt to re-deliver goods after initial failure (or where re-delivery fee has been paid for each attempt after the first attempt).
8. If a consignment has insufficient or incorrect details such that the delivery cannot be made, we will endeavour to resolve the issue by calling the receiver if a telephone contact is supplied on the label, otherwise via online searches including Google and Google Maps. If that fails we will contact the sender to ascertain the correct delivery address details. The fee applicable excludes redelivery charges (if already attempted previously) or subsequent return to sender charges if required but includes telephone charges, storage, handling and reprint of new labels as required.
9. Inability to pick-up at nominated site for any reason beyond control of Hunter, e.g. where 'permanent' (regular) pick-up run has been established, on at or around the regular time and no advice to this effect is received by Hunter from the customer before 3.00pm on that day; or, in the case of 'casual' ('ad hoc') jobs, no freight is available for pick-up on nominated day.
10. For express freight consignments:
 - (a) Proof of delivery is available free of charge on the e-go website.
 - (b) If the original consignment note was marked 'authorised to leave', then no proof of delivery signature will be available.
11. Excess lengths surcharge where the length of an item exceeds 2.5m, 4.0m or 6.0m.
12. Where something unusually parochial with regard to the delivery is requested, whether verbally instructed or communicated on the consignment note itself, then additional charges will apply depending upon the task requested. Most reasonable requests may be catered for, however we reserve the right to charge an additional fee depending upon the circumstances.
13. Including wrapping, packaging, re-packing, etc. to make freight compliant with Hunter's Conditions.
14. Where specified or nature of job requires supply of disposable (plain) pallet or skid.
15. Storage charges may apply for freight that is held in depot.
16. Where required to call intended receiver or complete a "book-in" procedure prior to delivery including accessing websites, sending fax or e-mail and processing any paperwork to arrange delivery – but not including exclusive courier services if book-in time requires, to which surcharges for Time-Specific Deliveries apply.
17. When a driver is required to wait in excess of 10 minutes for loading or unloading at either the pick-up or delivery.
18. Where the consignment note or shipping label has to be reprinted and affixed to the freight at our depot due to the original either having been removed, or the bar code print quality is so poor it cannot be scanned, or due to the entire consignment note or label being taped down such that the proof of delivery copy cannot be removed or is obliterated or unusable. Unless these steps are taken the integrity of the entire track and trace system can be compromised.
19. Where a consignment has been booked or collected and later a request for special instructions, special handling or triage is received. The request can be made to either the sending depot prior to despatch/onforwarding, or to the receiving depot prior to delivery, and may be lodged by either the consignor, the consignee, or a third party. In most cases a Special Instructions Red Alert form or Special Handling Request form "SHR" is required to be created by depot staff and affixed to the consignment itself if not already done so by the party making the request. The Special Instructions Red Alert or Special Handling Request "SHR" will be communicated to and then followed up or actioned by the relevant Shift Supervisor or Operations Manager either prior to despatch/onforwarding, or prior to delivery, whichever is the case.