

Conditions of Cartage

Last updated: September 19th, 2018

1. Hunter Valley Express Pty Ltd, herein referred to as "the Carrier" (which expression will include its servants, agents and sub-contractors) is not a Common Carrier and will accept no liability as such. All goods carried or other services performed shall be subject only to these conditions of carriage and the Carrier reserves the right to refuse the carriage of any class of goods at its discretion.
2. The consignor authorises the Carrier to arrange with any other person, firm or company and therefore they will also benefit from the same conditions as the Carrier.
3. The consignor must accept responsibility for any damage or loss of goods whilst in the Carrier's custody during storage or in transit due to civil commotion, acts of God, government intervention, war, strikes, seizure under legal process, accident, misadventure, fire or water.
4. Freight shall be considered carried as soon as the goods are loaded and despatched whether the goods are delivered to the consignor or not and whether damaged or otherwise.
5. The consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason, a charge may be made by the Carrier in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the consignor or consignee.
6. The consignor or his authorised agent shall not tender for carriage of any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of those goods as provided under the Australian Code for Transport of Dangerous Goods by Road or Rail (as amended). In default of doing so, the consignor shall be liable for all loss and damage caused thereby.
7. These conditions of cartage shall be construed according to the laws of New South Wales.
8. Unless otherwise expressly agreed in writing, no responsibility in tort or contract otherwise will be accepted by the carrier for any loss or damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods either in transit or storage for any reason whatsoever including negligence.
9. Insurance of goods will not be affected for the benefit of the consignor or consignee except upon their written instructions and then only at their expense.
10. Crane Truck deliveries to residential properties will be unloaded on front kerb, unless otherwise expressly agreed in writing and only at the drivers discretion. No responsibility in tort or contract otherwise will be accepted by the Carrier for any damage to property beyond the front kerb of the property of the receiver.