

TERMS AND CONDITIONS OF CONTRACT OF CARRIAGE

1. The Company GOLDEN MESSENGER PTY LTD (ABN 88 634 689 080) acting as the Agent for both the Senders and the Carriers of goods. The agent's role includes but is not limited to the provision of communications, management, accounting and marketing services. This document sets out the terms and conditions of the contract between both the Sender and the Company and the Sender and the Principal Carrier.
2. In this Agreement unless the contrary intention appears:-
"Carrier" means the Company and the Principal Carriers for whom the Company acts as their respective appointed Agent. "Principal Carrier Agreement" is the written agreement under which the Company as the appointed Agent, agrees to endeavour to secure orders for the carriage of goods by a Carrier. "Company" means GOLDEN MESSENGER PTY LTD (ABN 88 634 689 080), or such other corporate entities as may from time to time trade under the names of Golden Messenger, its successors and assigns. "Goods" includes, but is not limited to documents and/or small parcels. "Melbourne Metropolitan Area" means the area designated within the Company's Melbourne Metropolitan Area Grid Map. "Persons" and words importing persons include bodies corporate. "Sender" means the person who requests the Company to arrange the carriage of the goods. "Service" means the transportation of goods. Where a party comprises two or more Persons the agreement shall bind them jointly and severally. Words importing the singular shall include the plural and vice versa. Words importing the masculine shall include all genders. Reference to any legislation shall include any modification or re-enactment of that legislation and the parties shall include their successors and assigns.
3. The Carrier is not a common carrier and accepts no liability as such.
4. The Carrier reserves the right in its sole discretion to refuse the carriage of Goods without giving explanation for such refusal.
5. Responsibility for packaging, insuring and accounting for the Goods before, during and after transit rests solely with the Sender.
6. Except as is otherwise provided by this Agreement and as required by law, the Carrier shall not be liable for any loss or damage whether direct or consequential (including but without limitation, loss or damage due to miss-delivery, failure to or delay in delivery, deterioration of goods and loss or damage due to the negligence of the Carrier, its servants or Agents) in any way arising out of or in connection with this Agreement. However, if notwithstanding this provision, the Carrier is found to be liable for such loss or damage, it is agreed that the extent of the Carrier's liability (to the fullest extent permitted by law) shall be limited, at the option of the Carrier to either:
 - (a) provide the Service again;
 - (b) a refund of the charge incurred for the Service; or
 - (c) pay damages equal to an amount no greater than five times the charge made for the provision of the Service.
7. The Carrier will determine the method and route of transport and method of handling and storage of the Goods.
8. The Carrier shall be deemed to have delivered the Goods to the address given to the Carrier if:
 - (a) at the address, he obtains from any person a receipt or a signed delivery docket, run sheet or consignment note for the Goods; or
 - (b) if it appears to the Carrier that the address is unattended, he will only leave the Goods at the address if authorised by the Sender.
9. The Sender warrants that they are either the owner of the Goods or are authorised to enter into this Agreement and that any person who arranges delivery of the Goods on behalf of the Sender, is authorised to enter into this Agreement and sign any document on behalf of the Sender.
10. The Sender shall comply with all laws relating to the packaging and transport of the Goods and upon delivery to the Carrier shall disclose to the Carrier the nature and fragility of the contents.
11. The Sender warrants that the Goods are not explosive, flammable or dangerous and shall indemnify and keep indemnified the Carrier against all loss, damage and liability arising as a consequence of a breach of this warranty.
12. The Carrier may, but is not required to, spend such sums as the Carrier may, in its sole discretion consider necessary to preserve or protect the Goods in the event of accident, delay or otherwise.
13. The charge fixed by the Carrier for the carriage of the Goods shall be paid when the Goods are loaded and despatched from the Sender's premises unless the Carrier has previously agreed otherwise, in which event the Carrier's terms for payment are as follows:
 - (a) payment of all charges shall be made within seven days of the statement date;
 - (b) statement shall be rendered by the Carrier fortnightly or at such other times as the Carrier may determine and a fee fixed by the Carrier from time to time, shall be paid by the Sender for that statement;
 - (c) upon written notification from the Carrier forwarded to the Sender, that from the specified date in the notice, the Carrier will provide a credit of 2.5% of the current charges if payment of the invoiced charges are received by the Company as the Carrier's Agent within 7 days of the statement date provided that no amounts listed on the statement are overdue and

- payment of the Sender's current balance owed to the Company on behalf of a Carrier is made in full. The credit allowance will appear on the next statement sent to the Sender;
- (d) Should the Sender fail to pay the Carrier's charges by the due date, the carrier may take the appropriate action as it considers necessary, to recover the amount owing including but not limited to, the following:
- (i) The Carrier shall have a general lien upon the Goods or such part of them as are in its possession under this Agreement for all monies payable to it by the Sender.
 - (ii) Upon giving the Sender not less than one week's notice in writing (or if the Sender cannot be located upon publishing such notice in a relevant newspaper) the Carrier is entitled to open and sell any part of the Goods by public auction and after deduction of all costs of sale, apply the residue in payment or reduction of the outstanding charges. Any surplus then remaining shall be paid to the Sender.
 - (iii) The Carrier may enter upon any premises occupied by the Sender, seize such goods and assets as may be owned by the Sender having an approximate resale value sufficient to meet the unpaid charges, give the Sender at least seven days notice in writing of its intention to sell those goods and assets by public auction and upon the expiration of that period may sell the goods and assets by public auction and after deducting from the proceeds the costs of seizure and sale and the unpaid charges pay any residue to the Sender. The Sender agrees that such action may be taken by the Carrier or the Company as his Agent, that the Carrier shall not be liable to any action for trespass and that if forced entry to the premises is necessary shall not be liable to any action for damages or to other proceedings and shall indemnify and keep indemnified the Carrier against any liability arising from such seizure and sale. All costs and expenses incurred by the Carrier as a consequence of the Sender's failure to pay the charges by the due date, including legal costs on a solicitor/client basis are payable by the Sender. If the Carrier assigns the debt owing by the Sender, the Sender shall pay the debt to the assignee as requested by the Carrier.
14. The Carrier reserves the right to vary its trading terms by giving written notice of the variation to the Sender. The Carrier reserves the right to vary its charges at any time.
15. Any claim by the Sender that the Goods were damaged while under the control of the Carrier shall be made in writing to the Company within 48 hours of the time of delivery of the Goods. Any other claim shall be made in writing to the Company within 14 days of the date of delivery of the Goods. If no such claim is made within that time, the Sender shall be deemed to have forever waived and foregone any such claim and to have admitted indebtedness to the Carrier for the full amount in the relevant statement. Under no circumstances, however, shall any complaint affect or diminish the obligation of the Sender to pay the amount charged by the due date although such payment shall be held by the Carrier on trust until resolution of that complaint.
16. The Sender covenants and agrees with the Company as follows:
- (a) The Sender acknowledges that the Company has a Contract with the Carrier which prohibits the Carrier and his employees carrying Goods for the sender for one year after the expiration or termination of the Company's contract with that Carrier and the Sender warrants that it will not cause or seek to cause the Carrier or its employees to breach to the terms of that contract with the Company.
 - (b) The Sender shall not during the term of this Agreement (whether fixed or otherwise) and during the period of six months(6) after the expiration of this Agreement enter into any arrangement for the carriage of Goods in the Melbourne Metropolitan Area other than through the agency of the Company, with any person:
 - (i) who is a Carrier; or
 - (ii) who has provided services to the Sender as a Carrier within six months(6) prior to the expiration or termination of his Carrier Agreement and who continues to be restrained by that Agreement; or
 - (iii) who was employed by the Company in a managerial, marketing/sales/customer relations or radio/telephone operating position or by the Carrier at any time during the six month (6) period prior to the expiration or termination of this Agreement; or
 - (iv) who has performed the Service for the Sender at any time during the six-month period prior to the expiration or termination of this Agreement, unless prior to entering into any such arrangement, the Sender has given the Company not less than six-month's notice in writing of its intention to do so.
17. The termination or expiration of this Agreement does not operate to terminate the provisions of clause 16, which remain in full force and effect and binding on the Sender.
18. The Sender and the Carrier agree that the Company is entitled to be provided with such information and reports from credit reporting agencies and elsewhere as it may request concerning the Sender's and Carrier's credit history and ability to pay present and future debts, in order that the Company may determine whether to provide and continue providing credit to

the Sender and Carrier, and that this Agreement may be produced as evidence of that agreement by the Sender and the Carrier.

19. This Agreement contains the entire agreement and understanding of the parties relating to the matters referred to in this Agreement and there is no other understanding, agreement, warranty or representation whether express or implied binding on the parties.
20. The waiver by one party of a breach or default by the other party to any provision of this Agreement is not to be construed as a waiver of any subsequent breach of the same or other provisions.
21. In the event of any of the clauses or sub-clauses of this Agreement being deemed to be invalid or ineffective by any court for illegality or for any reason whatsoever, the Agreement shall be construed and shall be binding upon the parties as if the offending, illegal or invalid clause, sub-clause or condition had been deleted from the Agreement altogether.
22. This Agreement shall be governed by and construed in accordance with the law of the State of Victoria and the parties submit to the jurisdiction of the Victorian courts.
23. All notices or other communications under this Agreement shall be in writing and may be served personally, by pre-paid mail (in which case service shall be deemed to have taken place two working days after posting) or by facsimile transmission or email (in which case service shall be deemed to be on the next day following dispatch) to the addresses as disclosed in this Agreement.
24. Privacy Act: The Consignor agrees that Golden Messenger Pty Ltd may make any inquiries it deems necessary to investigate the Consignor's creditworthiness including undertaking inquiries with financial institutions, credit reporting agencies, any personal credit and/or consumer credit information providers ("the Sources"). The Consignor authorises the Sources to disclose any information concerning its creditworthiness in their possession to Golden Messenger, pursuant to section 18E(1) of the Privacy Act. The Consignor agrees that Golden Messenger may disclose any information in its possession concerning the Consignor's creditworthiness to the Sources.