



TRANSPORT

"We Care For Upper Eyre"

Adelaide Office : 397 Burton Road, Burton SA 5110
Ph: 08 8280 8044 Fax: 08 8280 3726
Email : adelaide@mcevoytransport.com.au

Ceduna Depot : 82 McKenzie Street CEDUNA SA 5960
PH: 08 8625 3334 FAX: 08 8625 3387 ABN: 54 570 034 754
Email : ceduna@mcevoytransport.com.au

APPLICATION FOR CREDIT ACCOUNT

BUSINESS NAME _____

TRADING NAME/ACCOUNT

NAME _____ **ABN:** _____

BUSINESS ADDRESS: _____

POSTAL ADDRESS: _____

PHONE NUMBER _____ **FAX** _____

EMAIL: _____

DETAILS OF CREDIT APPLICANT:

NAME OF DIRECTOR(S)/PARTNER(S)/INDIVIDUAL(S)

FULL NAME	RESIDENTIAL ADDRESS &PHONE NO.	DRIVERS LICENCE
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1. _____
2. _____
3. _____

BANK _____ **BRANCH** _____

HOW LONG HAS THIS COMPANY BEEN OPERATING? _____

NAME OF PERSON RESPONSIBLE FOR ACCOUNTS _____ **PH NO.** _____

TRADE REFERENCES

1. _____ **PH NO.** _____
2. _____ **PH NO.** _____
3. _____ **PH NO.** _____

ANTICIPATED MONTHLY TRADING \$ _____

IS AN ORDER/CONSIGNMENT NUMBER REQUIRED TO BE RECORDED ON INVOICES? YES/NO

I/We wish to enter into a trading agreement with McEvoy Transport and hereby: a) Acknowledge trading terms are STRICTLY 14 DAYS FROM STATEMENT DATE. b) Authorise McEvoy Transport to contact the references listed on this application and any credit reporting or referencing organization for the purpose of assessing our commercial credit profile. c) I/We also undertake to pay all finance charges and debt collection expenses incurred resulting from my default on all overdue accounts. d) I/We hereby agree to the above terms of Trade and also the Terms and Conditions of Accounts as attached.

SIGNATURE: _____ **DATE:** _____

PRINT

NAME: _____ **POSITION:** _____

TERMS AND CONDITIONS

These are the Terms and Conditions of Credit Application between Kata Holdings Pty Ltd (ACN 570 034 754) trading as McEvoy Transport (the "Carrier") and any person, firm or company (the "Client", "Customer", "Sender", "Receiver"). These are also the Terms and Conditions of Services provided for items, freight or "Goods" which are transported by McEvoy Transport for any person, firm or company.

1. In these conditions the Carrier shall mean Kata Holdings Pty Ltd carrying on business in its own name and under any business name and unless the context otherwise requires includes its officers, servants, agents and subcontractors. The Client, Sender or Receiver means the person for whom or for which the carrier at any time performs any transport pursuant to these terms and conditions. Goods mean any goods that are transported in any manner by the carrier pursuant to these conditions. Subcontractor means any person to whom the carrier subcontracts any transport pursuant to these terms and conditions. Transport or Carriage means and includes the whole or part (as applicable) of the operation and service undertaken by the carrier in respect to the goods and included but is not limited to packing, loading, unloading, carriage, storage and delivery of the goods.
2. THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. 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.
3. The Carrier may have the goods carried, stored or otherwise handled by any servant or agent or subcontractor of the Carrier or any servant agent of any subcontractor or by any other person and the Client hereby authorizes any deviation from the usual routes or manner of cartage or method or place of storage of goods which may in the absolute discretion of the Carrier be deemed desirable or deemed necessary in the circumstances. In any event the Client acknowledges that neither the Carrier nor any servant or agent or subcontractor of the Carrier nor any other person who carries the goods at any time pursuant to the consignment note shall in any circumstances be under any liability whatever (whether in contract, tort or otherwise) for any personal injury or loss or damage to or mis-delivery ,delayed delivery or non delivery of the goods or any of them whether in transit or in storage or otherwise, nor for any consequential loss of injury of any kind, whatever whether such personal injury, loss, damage, misdelivery, non-delivery or consequential damage or injury is caused or alleged to have been caused by the negligence of or wrongful act or default of the Carrier or its servants or agents or subcontractors or the servants, agents of any subcontractors or by any cause whatever.
4. The Carrier will not affect insurance on the goods unless specifically instructed to do so and agrees in writing, and will then do so as the Client's agent and at the Client's expense.
5. Should a Client require the Carrier to pick up goods on that Client's behalf from a third party, any receipt the Carrier may give the third party when affecting the pick-up is no more than the record of the pick-up and cannot be construed as confirmation of the quality of the condition of the goods.
6. The Carriers charges shall be deemed fully earned as soon as the goods are loaded for transport on the Client's behalf and shall be payable by the Client within fourteen days from the date of the statement or otherwise agreed and will be non-refundable in any event. The Client will also reimburse the Carrier for other charges properly incurred by the Carrier in respect of the transport of the goods within fourteen days of command or otherwise agreed. If accounts are not paid within the specified fourteen day period from the date on the statement, the Carrier reserves the right to make additional charges for outstanding amounts not paid by the due date. Where it is agreed for that the charges for carriage will be paid by the receiver or the third party the Sender will indemnify the Carrier against any loss resulting from the non-payment of the charges by the receiver or third party, and without limiting the generality the Sender agrees that if or in so far as any charges are not paid by the receiver or third party on demand the Sender will on demand pay the same to the Carrier. Charges will be made for Duplicate Invoice or statements which the Client shall be responsible for.
7. If the Client fails to pay any charges which are due or may become due to the Carrier by the Client on any account and or fails to collect goods, whether in respect of the goods comprised herein or in respect of any other goods for which the Carrier provides transport for or any other service, the Carrier reserves the right at its option and without notice in the case of perishable goods forthwith, and in any other upon the expiration of one month to either: 1) Remove such goods or part thereof and store them in such a place of manner as the Carrier shall think proper and at the risk and expenses of the Client or as the case maybe, or 2) Open any package and sell such goods or part thereof upon such terms as it shall think fit apply the proceeds in or towards the cost of sales and charges and expenses so owing and without being liable to any person for any loss or damage thereby caused. Any such sale shall not prejudice or affect the Carriers right to recover from the Client any charges due or payable in respect of such service or the said detention and sale.
8. The Sender warrants;
 - a) That he is the owner or otherwise has the authority of the owner to consign the goods upon and subject to these conditions
 - b) That the goods comply with the requirements of any applicable law relating to the consigning 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 law or requirement there under or with the requirement of any harbour, dock, railway, shipping ,customs warehouse or other authority or company shall be paid by the Sender
 - c) That the Sender has complied with all applicable laws relating to perishable and/or dangerous goods by fully describing in writing whether on the consignment note or separately the name and nature and the value of all the goods of all perishable, noxious, dangerous, hazardous or inflammable nature or capable or injury to any other goods, to any person or animals or to any store, vessel, vehicle or conveyance of any kind whatsoever from which they may be loaded, carried ,packed or stored and which are liquid or partly liquid, additional freight charges shall be paid on such goods if deemed necessary by the Carrier
 - d) That the goods are packed in a manner adequate to withstand the ordinary risks or carriage having regard to their nature
 - e) The Sender will indemnify the Carrier against loss and expense suffered incurred by the Carrier by reason of any breach of the foregoing warranties
9. If the Sender is responsible for the loading of the goods the Sender shall be liable for all and any expense, loss or damage incurred or suffered by the Carrier as a consequence of any inappropriate, unsafe or unlawful loading of the goods by the Sender.
10. These conditions and in particular and without limiting the generality the limitations and exclusions to the Carriers liability herein contained shall continue to apply and be of full force and effect in all circumstances notwithstanding any breach or alleged breach of the contract or any of these terms and conditions hereof by the Carrier or any other person entitled to the benefit of such provisions
11. The provision of these conditions shall apply to any containers or other packaging containing goods and to any pallet/s delivered with the goods to the Carrier. The Sender shall be responsible for the conformity of such containers, packaging and pallets with any requirements of the Receiver and the expense incurred by the Carrier arising by any failure so to conform.

- 12** Any instruction to the Carrier to exchange or transfer consigned pallets to the Carriers pallet hire account is accepted only on the basis that the Sender will indemnify the Carrier against any loss or non-recovery of the consigned pallets howsoever arising. Evidence of the instruction to the Carrier and any non-recovery shall be shown on the face of the consignment note, which shall be deemed conclusive proof of the instruction and/or non-recovery. The Carrier may make a charge for the cost of hiring, recovery and replacement (if applicable) for all pallets hired by the Carrier unless exchange pallets are available at the time of delivery.
- 13** If the Client specifically instructs the Carrier to use a particular method of handling or storing the goods or a particularly method of carriage the Carrier will give priority to that method but if it cannot be conveniently adopted by the Carrier, the Client hereby authorizes the Carrier to handle or store or to carry or have the goods carried by another method. The Carrier shall be entitled to open any document, wrapping package or other container in which the goods are placed or carried, to inspect the goods to determine their nature or condition or for the purpose of determining the ownership or destination where any consignment note or other identifying document or mark is lost, damage, destroyed or defaced.
- 14** The Client will be and remain responsible to the Carrier for all the proper charges incurred for any reason. Labour to load and unload goods shall be the responsibility of the Sender or Receiver. Should the Receiver not be an attendance during normal trading hours or a time specified the Carrier may at its option deposit the goods at that place (from which it will be conclusively presumed to be delivered) or the Carrier reserves the right to make alternative arrangements and/or to store or deliver the goods elsewhere and also to make further charges for such arrangements. Once goods are delivered, whether documentation has been signed or not the Carrier is not responsible for the freight or any subsequential loss or damage to the freight. The Carrier will deliver goods at intermediate points only by special arrangements and then only provided suitable facilities are available at all hours.
- 15** The Carrier may charge freight by weight, measurement, or value and may at any time re-weigh, re-measure or re-value or require the goods to be re-weighed, re-measured and/or re-value and charge proportional additional freight accordingly.
- 16** In regards to goods which the Carrier has been requested by the Sender to pack and which are described on the documentation, the Carrier shall not be liable for any damage or loss whatsoever whether in the course of packing or in transit or otherwise and howsoever occasioned to the goods or any of them. When the Carrier is required to load or unload any liquids, or any products into bulk tanks or vessels, drums or containers he shall not be liable for any loss or damage or contamination whatsoever of the product, during any such loading or unloading operation or packing whilst such product is in transit by means of transportation or whilst goods are held in store or bulk storage tanks for any reason whatsoever.
- 17** The Client agrees to pay all and any debt collection and legal expenses incurred by or to be incurred by Kata Holdings Pty Ltd in relation to any money owing by the Client to Kata Holdings Pty Ltd.
- 18** Notwithstanding anything herein contained the Carrier shall continue to be the subject to any implied terms, conditions or warranties imposed by the Trade Practices Act 1974(as amended) or by any other Commonwealth or State Legislation and to the extent that the said Act or Legislation is applicable to the Contract and prevents the exclusion, restriction and modification of such term, condition of warranty.
- 19** The Carrier shall not be bound by any agreement purporting to vary these Terms and Conditions unless such agreement is in writing and signed on behalf of the Carrier by its duly authorized officer. These terms and conditions apply irrespective of whether this consignment note or other relevant delivery documentation is signed by or on behalf of the Client.
- 20** These Terms and Conditions shall be dealt with and constructed by the laws of South Australia.
- 21** The clauses and provisions in each clause of these Terms and Conditions shall be severable from each other and if for any reason any clause or provision is invalid or unenforceable such invalidity or unenforceability shall not be prejudice or in any way affect the invalidity or unenforceability of any other such clause or provision These conditions and in particular and without limiting the generality the limitations and exclusions to the Carriers liability herein contained shall continue to apply and be of full force and effect in all circumstances not withstanding any breach or alleged breach of the contract or any of these terms and conditions hereof by the Carrier or any other person entitled to the benefit of such provision.