

7 DAY ACCOUNT CREDIT APPLICATION FORM

COMPANY NAME

TRADING AS ABN

TRADING ADDRESS

POSTAL ADDRESS

TELEPHONE: () FAX: ()

EMAIL ADDRESS

REGISTERED OFFICE ADDRESS

DATE OF INCORPORATION OR REGISTRATION

NAME OF BUSINESS

NAME OF DIRECTORS/PARTNERS	ADDRESS	TELEPHONE
.....
.....
.....

HAVE GUARANTEES OR SECURITIES OVER ANY OF THE ASSETS BEEN GIVEN?..... YES/NO

IF YES, GIVE DETAILS PLEASE

.....

IS THE COMPANY A TRUSTEE FOR A TRUST?

TRADE REFERENCES (MUST BE AN AUTHORISED CREDIT PROVIDER)

NAME	TELEPHONE NUMBER	EMAIL ADDRESS
.....	(.....).....
.....	(.....).....
.....	(.....).....
.....	(.....).....

MAXIMUM CREDIT SOUGHT \$..... PER WEEK

I/We hereby apply for credit accommodation. I/We agree services purchased will be paid for within 7 days of Invoice/Statement.
 I/We acknowledge that if any recovery action is commenced I/We will be liable for costs and commissions so incurred.
 I/We agree to provide current financial information if requested for assessment of this application.

APPLICANTS NAME.....

TITLE SIGNATURE

DATE COMPANY STAMP

THIS APPLICATION CAN NOT BE CONSIDERED UNLESS FULLY COMPLETED

Bank: NAB Name: Smarter Freight Pty Ltd BSB: 083-170 Account: 31-932-0292

Definitions

Company means Smarter Freight Pty Ltd trading as Freight People ACN 609 951 493.

Goods mean the goods accepted from the Sender together with any pallets, containers, equipment and packaging supplied on behalf of the Sender and used in connection with the provision of the Services.

Sender means the person that the Company agrees to contract with in relation to provision of the Services.

Services means the services undertaken by the Company in connection with the Goods including but not limited to the collection, carriage delivery and/or storage of the Goods.

1. Limitation of Conditions

- a. The Company is a freight broker and not a common carrier, accepts no liability and reserves the right to refuse provision of services in connection with the Goods.
- b. Pallets remain the responsibility of the Sender.
- c. It is agreed that any person who delivers the Goods to the Company for and on behalf of the Sender is authorised to do so subject to these Terms and Conditions.
- d. Every indemnity, exclusion, defence, immunity etc applicable to the Company applies and extends to its subcontractors.
- e. Every effort will be made to ensure that Goods are picked up and delivered at the requested times, however there may be unexpected and avoidable delays beyond the Company's control in which case the Goods will travel as soon as reasonably possible.

2. Sender warranties

a. Compliance with laws

The Sender has complied with all applicable laws and regulations, including any relating to the nature, condition, packaging, storage or carriage of the Goods.

b. Description of Goods

The Goods will at all times be fully and accurately described, including their nature, weight and measurements; including in writing on the label, the assignment note, and in quotation requests.

c. Dangerous Goods

Goods of a dangerous nature as classified by the Australian Dangerous Goods Code, cannot be shipped unless prior approval is sought in writing from the Company. The Sender remains responsible for compliance with all applicable laws and regulations governing the transport and Storage of dangerous Goods (including the Australian Dangerous Goods Code). This includes ensuring compliance with the notification, classification, description, labelling, transport, packaging and storage of all Goods with a Dangerous Goods classification.

d. Authority to inspect the goods

It is agreed that the Company is entitled to open any document, wrapping, package or other container (of whatever description) in which the Goods are placed or carried to inspect the Goods either to determine their nature or condition or to determine their ownership or destination.

3. Indemnity

The Sender indemnifies the Company against any:

- a. Charges or losses incurred by the Company arising from any failure by the Sender to confirm with the warranties or this agreement;
- b. Loss, damage, expense, penalty, fine, or liability whatsoever arising from a breach of this Agreement;
- c. Liability whatsoever (without limiting the foregoing, whether arising as a result of any breach of this Agreement, negligence, or wilful act or omission or misconduct on behalf of the Company) in respect of the Goods to any person (other than the Sender) who claims to have, who has or who may hereafter have any interest in the Goods or any part thereof, and any costs and expenses of enforcement, or defending, its rights under this Agreement (including any and all mercantile agents fees and legal costs on an indemnity basis)

4. Loss, damage, deterioration or misdelivery of Goods

a. Exclusion of liability

Subject to the warranties implied by statute (including the Australian Consumer Law) which cannot be negated:

- i. It is the responsibility of the Sender to ensure that the service is sufficient and suitable for the Sender's purpose.
- ii. The Company gives no warranty in relation to the service.
- iii. The Goods are at the risk of the Sender and not the Company. Unless expressly agreed in writing, the Company excludes all liability, and the Sender releases and indemnifies the Company against all loss, cost and expense including direct or consequential loss from any claim, by any person (including the Sender) in tort (including negligence), contract, bailment or otherwise, for loss of, or damage to, deficiency in, deterioration or contamination to any Goods or other property, or injury to or death of any person arising out of any acts or omissions of the Company including any delay or other failure to supply the Service or otherwise comply with these Conditions.
- iv. The exclusions, releases and indemnities above extend to loss of profits, business and/or anticipated savings or any other indirect or consequential damage and to economic loss, even if the Company knows they are possible or otherwise foreseeable.
- v. The Sender irrevocably waives any entitlement to allege or claim (except if permitted by the Company), and hereby agrees to forever hold the Company harmless from any apportionment which may be sought against the Company, either under Part IVAAA *Wrongs Act 1958* (Vic) or any other equivalent law in any other state or otherwise.

b. Notice period for claims

- i. If the Company is found to be liable for damage to, loss of, or delay in the delivery of Goods or any part thereof, no claim in respect of such loss, damage or delay may be made unless given in writing to Freight People within seven (7) days of the Service being undertaken.
- ii. In the event of alleged failure to undertake or properly undertake the Service, any claim must be given in writing to the Company within seven (7) days of when the Service would, in the ordinary course of business, have occurred. The Company will be

discharged from all liability for loss or damage for the Service unless an action is brought within twelve (12) months from the date of the Service or removal of the Goods from Storage. The date of the Service shall be the date of the consignment note or, if there is no consignment note, the date on which the Company took delivery of the Goods or, if neither is applicable, the date the Service was invoiced.

c. Legal protection

- i. Subject to the consumer guarantees provided for in the Australian Consumer Law or any other legislation, the Company does not give any express or implied warranties and makes no representations in relation to its Services including quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to its Services.
- ii. The Sender should make and rely upon the Sender’s own assessments and enquires to verify the accuracy of the information provided by the Company.
- iii. The Company’s liability under any non-excluded implied warranty is limited to:
 - 1. In the case of Services, the cost of having the Services supplied again; and
 - 2. In the case of Goods, the lowest of the cost of replacing the Goods, acquiring equivalent Goods or having the Goods repaired.

5. Insurance

Insurance is not included in the rates schedule, therefore a claim against loss or damage will not be accepted. The responsibility to arrange any insurance cover to protect the Sender against any loss or damage to their Goods rests with the Sender at their own expense.

6. Lien

The Company has a general and a particular lien on all of the Sender’s shipments in the Company’s possession at any one time that gives the Company the right to sell the contents and retain the proceeds of sale in settlement of any amounts that the Sender may owe. Further, the Sender agrees that the Company may sell the contents of their shipment and retain the proceeds of sale in settlement of any amounts that are owed to the Company, including the costs of taking such action.

7. Personal Properties Securities Act 2009 (Cth) (‘PPSA’)

The Sender acknowledges and agrees that these terms and conditions constitute a “security agreement” for the purposes of the PPSA and creates a security interest in any Goods. The Sender hereby grants to the Company, as security for its indebtedness and obligations, a charge over all of the Sender’s present and after-acquired property and their proceeds.

8. Third party indemnity

The Sender undertakes that they shall not permit any other person who has an interest in the Goods to bring a claim or action against the Company even though the Company may have been negligent or in default and if a claim or action is made, the Sender will indemnify the Company against all loss, damages and other consequences of the claim or action and the costs and expenses the Company incurs in defending it.

9. Trading terms and Charges

- a. The rates given are only applicable when charged through the Company and unless otherwise stated in the Company’s quotation, GST and any applicable fuel surcharge will be added to the rates.
- b. The Company reserves the right to re-negotiate rates or withdraw from this agreement if for any reason the Sender’s Service requirements vary (e.g. a change in the physical characteristics or volume of Goods)
- c. **Trading terms are strictly 7 days net payment.** Failure to remit payment within this timeframe may result in your account being referred for collection.
- d. In the case of cash sales and one-off consignments, payment must be received by the Company prior to the Goods being dispatched.
- e. We will seek that all costs incurred in recovering any amount owed will be added to the debt including collections, solicitors and legal costs. Accounts referred for collection may have an adverse effect on your credit rating.
- f. If the Sender fails to make payment in accordance with this clause, the Company reserves the right to charge interest at the rate provided for pursuant to the *Penalty Interest Act 1983* (Vic) on all overdue amounts (including further charges and amounts other than the total sum) calculated on a day to day basis on any monies due but unpaid, with such interest to be calculated from the due date for payment. The parties agree that such default is not a penalty but is a true measure of damages incurred by the Company. Payments received from the Sender will be credited first against any default interest and all such charges shall be payable upon demand.

10. Restraint of trade

The Sender warrants, covenants and agrees that unless otherwise agreed with the Company in writing, the Sender will not whilst the Company provides Services to it or for a six (6) month period after the Company ceases to provide the Services for whatever reason, use or solicit from any Subcontractor any services similar to the Services.

AGREEMENT

I, _____ of _____ (“the Sender”), confirm that I am an authorised officer of the Sender or have been duly authorised by the Sender to accept the written proposal of rates and services. I acknowledge that I have been provided with and have read the Terms and Conditions of Smarter Freight Pty Ltd trading as Freight People ACN 609 951 493 (“the Company”), and hereby agree that the Sender will be bound by these Terms and Conditions.

Signature:	Date:
Print Name:	Position:
Freight People Director:	Date: