

Credit Application (30 Days Credit Account)

Your Business Name : _____ Trading Name: _____
Your business Phone: _____ Type of Business: _____
Is your business a (Please circle) Company ☐ Business ☐ Sole Trader ☐
ABN: _____ ACN: _____
Trading Address: _____
State: _____ Post Code: _____
Postal Address : _____
(Invoicing and other communications will be sent by email unless requested otherwise): State: _____ Post Code: _____

Director/s Details:

Director 1	Name: _____	Director 2`	Name: _____
	Address: _____		Address: _____
	State: _____ Post Code: _____		State: _____ Post Code: _____
	Phone: _____		Phone: _____

Accounts Payable Contact Details

Accounts Manager Name: _____
Accounts Manager Phone: _____
Accounts Manager Fax: _____
Accounts Manager Email: _____

Trade References

Reference 1	Name of Business : _____
	Type of Service: _____
	Average Spend per Month \$ _____
	Address: _____
	State: _____ Post Code: _____
	Contact Name: _____ PH: _____
	Email: _____
Reference 2	Name of Business : _____
	Type of Service: _____
	Average Spend per Month \$ _____
	Address: _____
	State: _____ Post Code: _____
	Contact Name: _____ PH: _____
	Email: _____
Reference 3	Name of Business : _____
	Type of Service: _____
	Average Spend per Month \$ _____
	Address: _____
	State: _____ Post Code: _____
	Contact Name: _____ PH: _____
	Email: _____

Atrans CONDITIONS OF CARRIAGE AND STORAGE

Page 2 of 4 Account Application - (Conditions of Carriage and Storage)

1. DEFINITIONS

1. "Agreement" means this document.

"Carriage" means the whole of the operations and services undertaken by the Carrier as specified on the face of this document including storage packaging or handling or other services where this is applicable.

"Carrier" means Atrans on whose behalf this agreement has been signed and includes the respective servants and agents.

"Container" includes any container, trailer, tilt, igloo, wagon transportable tank, flat pallet or any other unit load device used to consolidate goods.

"Customer" includes the sender, shipper, Consignor, Consignee, receiver of the goods, any person owning or entitled to the possession of the goods, and anyone acting on behalf of such persons.

"Dangerous Goods" means goods which are or may become dangerous, inflammable or damaging including radioactive material(s), or which are or may become liable to damage any property whatsoever.

"Freight" includes all charges payable to the Courier.

"Goods" means the goods accepted from the Customer and includes any container not supplied by or on behalf of the Carrier.

"Place of Receipt" means the place designated as such on the face of the Agreement.

"Place of Delivery" means the place designated as such on the face of the Agreement.

"Storage" means the whole of the operations and services undertaken by the Carrier in respect of the goods in receiving, storing and subsequently making the goods available for collection.

"Storage Period" means the period of storage (if any) indicated on the face of this Agreement.

"Sub-Contractor" means any sub-contractor of the Carrier and that sub-contractor's servants, agents or sub-contractors, indirect and direct sub-contractors.

2. INTERPRETATION

2.1 Headings

Headings are inserted for ease of reference only and shall be disregarded in the interpretation of this Agreement.

2.2 Severability

The parties acknowledge and agree that:-

2.2.1 all the provisions of this agreement are reasonable in all the circumstances and that each provision is and shall be deemed to be severable and independent.

2.2.2 this agreement is subject to all compulsory rules and requirements of law to which the carriage is subject to be intent and effect that if any provision hereof is to any extent to or inconsistent with any such rules or requirements or if all or any part of any provision is judged invalid or unenforceable, such provision shall to that extent, but no further, be deemed not to form part of these Conditions of Carriage and Storage and shall not affect the validity or enforceability of the remaining provisions.

2.2.3 notwithstanding anything herein contained, the Carrier shall continue to be subject to any condition or warranty implied by the Trade Practices Act 1974 (Ch) or the Fair Trading Act 1989 (Qld), in as far as to the extent that the said Acts are applicable to this agreement and prevent the exclusion, restriction or modification of any such condition or warranty.

2.3 Representation and Collateral Contracts Negatived

This agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding, agreement, warranty or representation whether express or implied in any way defining or extending or otherwise relating to these provisions or binding on the parties with respect to the storage and carriage or the matters to which this agreement relates.

2.4 Successors

A reference to a party to this agreement or any other document or agreement includes its successors and permitted assigns.

2.5 Governing Law

2.5.1 this agreement is government by and is to be construed in accordance with the laws of the State of Queensland.

2.5.2 each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and Courts entitled to hear appeals from those Courts.

2.5.3 no action arising out of this agreement may be brought by a party more than one (1) month after the cause of action has arisen except in the case of non-payment where the appropriate statutory limitation to an action for recovery of a simple contractual debt will apply.

2.6 Carriers Discretion

Where discretion is given to the Carrier by any provision hereof, the exercise of that discretion by the Carrier shall be absolute and unfettered. Such an exercise of discretion may be unreasonable or arbitrary.

3. CARRIAGE/DEMISE

3.1 Common Carrier Negatived

The Carrier is not a common carrier and will accept goods for carriage only on these conditions.

3.2 Carrier's Undertaking

The Carrier undertakes to:-

3.2.1 procure the carriage of the goods from the place of receipt to the place of delivery; and/or

3.2.2 procure the storage of the goods for the storage period.

3.3 The Carrier at its discretion may subcontract on any terms all or any part of its undertaking herein.

4. CUSTOMERS WARRANTIES ACKNOWLEDGMENTS AND INDEMNITIES

4.1 The Customer warrants that:-

4.1.1 the goods are fit for carriage and storage;

4.1.2 the Customer has the authority of all persons owning or interested in the goods to enter into the contract on their behalf;

4.1.3 the person delivering any goods to the Carrier for carriage and/or storage is authorised to sign this document for the Customer and by such signature or by the signature of any other person acting for the Customer, the Customer accepts these terms and conditions.

4.2 The Customer acknowledges that:-

4.2.1 no agent or employee of the Carrier is permitted to alter or vary these conditions;

4.2.2 no representations have been made by any employee or agent of the Carrier to the Customer;

4.2.3 the Carrier may inspect the goods and for such purpose or may open or remove any container;

4.2.4 the Carrier enters into this Agreement for and on behalf of itself and its servants, agents and sub-contractors, all of whom shall be entitled to the benefit of the Agreement and shall be under no liability whatsoever to the Customer or anyone claiming through him in respect of the goods, in addition to or separately from that of the Carrier under this Agreement.

4.3 The Customer shall indemnify the Carrier agent:-

4.3.1 all claims demands costs or expenses whatsoever and by whomsoever made or howsoever arising as a result of the Customer making an under declaration as to the actual weight and/or an incorrect description of all or any part of a consignment;

4.3.2 any loss or damage which may be suffered by the Carrier as a result of any breach by the Customer of the warranties and acknowledgments herein;

4.3.3 any loss or damage to the Carrier's containers or other equipment which occurs while in the possession or control of the Customer or which occurs due to the nature or condition of the goods in such containers;

4.3.4 any liability loss or damage suffered by the Carrier resulting from the Customer's unreasonable detention of any containers or other equipment of the Carrier but the Carrier's rights against any other person shall remain unaffected;

4.3.5 for the purpose of this clause, "loss" expressly includes:-

4.3.5.1 consequential loss; and

4.3.5.2 any fine, levy, charge or other monetary imposition to which the Carrier may become liable as an incident to the carriage; and resultant from any breach by the Customer of this agreement.

5. HIMALAYA CLAUSE/SUBCONTRACTING

5.1 Where the Customer is not the owner of some or all of the goods the Customer shall be deemed for all purposes to be the agent of the owner.

5.2 The Customer undertakes that no claim or allegation shall be made against any servant, agent or subcontractor of the Carrier which imposes or attempts to impose upon any of them any liability whatsoever in connection with the goods, whether or not arising out of negligence or a wilful act or omission on the part of any of them, and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof.

5.3 Every such servant, agent and subcontractor, shall have the benefit of all provisions herein benefitting the Carrier as if such provisions were expressly for their benefit.

5.4 The Customer shall save harmless and keep the Carrier indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability of the Carrier under those conditions in respect of any loss, damage or injury however caused.

6. ROUTE AND DEVIATION

6.1 The Customer authorises any deviation from the Carrier's usual route or manner of carriage which may in the Carrier's discretion be necessary.

6.2 The Customer shall take delivery of the goods as soon as the carrier is ready to deliver them and if the Customer fails to take delivery of the goods the Carrier may without notice unload the goods or store the same in the open or undercover and with or without refrigeration. Such storage shall constitute delivery and thereupon all liability whatsoever of the Carrier in respect of the goods shall cease.

7. LIABILITY

7.1 At all times and in all circumstances and for all purposes the goods shall be and remain at the sole risk of the Customer, and the Carrier shall be under no liability whatsoever for any loss, or mis-delivery of or damage to goods occasioned during carriage and/or storage arising from any reason whatsoever, including without limiting the foregoing, any negligence or breach of contract or wilful act or default on the part of the Carrier, its servants, and agents, or otherwise.

7.2 The defences and exclusions or liability provided for in this clause and throughout this Agreement generally shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort or otherwise.

7.3 The Carrier shall be entitled to the benefit of the exclusion of liability provided for herein even if it is provided that the loss or damage resulted from an act of omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

7.4 Nothing whatsoever done or omitted to be done or other conduct by the Carrier in breach of the contract or otherwise howsoever lawfully or unlawfully, shall under any circumstances, constitute a breach going to the root of this agreement, or a deviation or in these conditions and all such rights, defences, exceptions, indemnities, limitation of liability and like protections shall continue to have full force and effect in any event whatsoever.

8. DANGEROUS GOODS

8.1 If the Carrier accepts dangerous goods for carriage such goods, must be accompanied by a full declaration of their nature and contents and be properly and safely packed in accordance with statutory regulations applicable to the carriage of these goods.

8.2 The Customer shall indemnify the Carrier against all loss (including consequential loss), damage or injury however caused arising out of the carriage of any dangerous goods, whether declared as such or not and whether or not the Customer was aware of the nature of the goods.

8.3 Where dangerous goods are delivered to the Carrier without written consent or where they are not distinctly marked to indicate the nature and character of the goods or if in the opinion of the Carrier the articles are or are liable to become of a dangerous and flammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Carrier's right to freight.

8.4 The Customer undertakes that the goods are packed in a manner adequate to withstand the ordinary risks or carriage having regard to their nature and in compliance with all laws and regulations which may be applicable during carriage.

9. GENERAL LIEN

9.1 Goods are received and held by the Carrier subject to:-

9.1.1 a lien for moneys due to the Carrier for the carriage and/or storage of and other proper charges or expenses upon or in connection with the goods; and

9.1.2 a general lien for all moneys or charges due to the Carrier from the Customer and the Owner of such goods for any services rendered or accommodation provided by the Carrier to the Customer or Owner.

9.2 Where any client remains unsatisfied within seven (7) days from the date on which the Carrier gave notice of the exercise of his lien to the Customer (or Owner as the case may be), the goods may at the Carrier's discretion be sold by public auction or private treaty and the proceeds of sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto (including the expenses of the sale) and the Carrier shall account to the Customer or the Owner of the goods for any surplus.

10. STORAGE

10.1 Any storage of goods shall be as agent of the Customer and solely at the Customer's risk and expense, but the provisions of clause 7 shall nevertheless apply.

10.2 At the Carrier's discretion the goods may be stored at any place and at any time and be removed from any place at which they may be stored or otherwise held to any other place to be stored.

11. CARRIERS CHARGES

11.1 Freight is payable by the Customer without prejudice to the Carrier's rights against any other person.

11.2 Freight shall be deemed fully earned on receipt of the goods by the Carrier and is non-refundable in any event.

12. FORCE MAJEURE

12.1 Where a party is unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond the reasonable control of the party affected ("force majeure"), to carry out any obligation under this agreement, and that party;

12.1.1 give the other party prompt notice of such force majeure with reasonably full particulars thereof, and insofar as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and

12.1.2 uses all possible diligence to remove that force majeure as quickly as possible; that obligation is suspended, so far as it is affected by force majeure, during the continuance thereof.

12.2 Any obligation to pay money under this agreement shall not be excused by force majeure.

12.3 The requirement that any force majeure shall be removed with all possible diligence shall not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on terms contrary to the wishes of the party affected.

13. INSURANCE

13.1 The Carrier will not effect any insurance of the goods for the benefit of the Customer or otherwise, except:

13.1.1 on the prior written instruction of the Customer; and

13.1.2 at the Customer' sole expense.

13.2 Should the Customer fail to specify the class of any insurance to be effected pursuant to clause 13.1, the Carrier may effect that class of insurance which the Carrier in its discretion considers most appropriate to the goods.

Atrans Terms of Trading

Page 4 of 4 Account Application - (Terms of Trading)

PAYMENT TERMS: STRICTLY 30 (THIRTY) DAYS FROM DATE OF INVOICE

I/We the undersigned hereby agree that subject to acceptance by Atrans:

1. That all the information contained herein is true and correct in every particular and that all material facts have been disclosed to Atrans.
2. Payment is made strictly in accordance with the trading terms.
3. All transactions with Atrans shall be subject to the Conditions of Contract as outlined in our terms of cartage which the applicant acknowledged as having read and accepted.
4. The applicant will pay for bank charges incurred to Atrans for the dishonouring of any cheques.
5. If the applicant fails to adhere to payment terms, Atrans may:-
 - a) Refuse further transportation of freight and/or cancel the applicant's credit account
6. I/We agree to advise of any change to Company Ownership or Structure.
7. I/We understand that sections under the Privacy Act allows Atrans to give a credit reporting agency, certain personal information about me/us which I/We authorise Atrans to do.
8. I/We also agree that Atrans may give to, and seek from, any credit providers named in this credit application at any time whether now or in the future with regard to this arrangement for the purpose of assessing credit worthiness.
9. I/We understand that this information can include any information whether by way of report record or otherwise about my/our credit worthiness, credit history or credit capacity that credit providers are allowed to give to, or receive from each other under the Privacy Act to assess an application by me/us for credit.
and the application further consents to Atrans obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
11. I/We hereby agree to Atrans obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.
12. I/We hereby agree that in the event of default of payment of my debts that Atrans may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.
13. I/We hereby authorise Atrans to make any enquiry whatsoever with any person or corporation for the purpose of extending credit to the Applicant and insofar as written authority may be required for that purpose we hereby agree that this application shall be sufficient evidence in writing for that purpose. We agree to Atrans "Credit Terms" and "Conditions of Carriage & Storage".

Applicants Name:	Title:
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Authorised Signature:	Date:
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