

These Conditions of Carriage (“**Conditions**”) govern the supply of services undertaken by Fastway Couriers, its related entities, franchisees, subcontractors and all other nominees in relation to the carriage, storage, loading, unloading, packing, unpacking, freight forwarding and all other services relating to the transport of Goods.

## 1. Definitions:

In these conditions:

- 1.1. Carrier means the Fastway regional franchisee or courier franchisee that has agreed to provide carriage services in respect of the Goods as specified from time to time, including any subcontractor of the Carrier.
- 1.2. Carrier's Website means the website being either [www.fastway.com.au](http://www.fastway.com.au) or [www.aramex.com.au](http://www.aramex.com.au)
- 1.3. Cubic weight means the formula defined on the Carrier's Website, which is currently calculated as the height x width x length x 250.
- 1.4. Customer means the individual or entity being either the shipper, consignor, owner of the Goods, consignee, receiver or their authorised agent who has engaged the Carrier to provide the Services
- 1.5. Goods means the items provided by a Customer for carriage by the Carrier or otherwise in relation to the provision of the Services.
- 1.6. Parcel Connect Agent means the agent of the Carrier, at whose premises the Carrier may leave the Goods for collection by the Receiver.
- 1.7. Services means the services provided by the Carrier in connection with the carriage of the Goods including (without limitation), carriage, storage, loading, unloading, packing, unpacking, freight forwarding and all other services relating to the transport of Goods including any incidental services.

## 2. Application of Conditions

- 2.1. The Services will be performed by the Carrier on the terms set out in these Conditions.
- 2.2. No person has the authority to waive or vary these Conditions on behalf of the Carrier unless the waiver or variation is in writing and signed by the Carrier.
- 2.3. All rights and limitations of liability in these Conditions shall continue in full force and effect notwithstanding any breach of these Conditions.

## 3. Not A Common Carrier

The Carrier is not a common carrier and accepts no liability as such and may in its absolute discretion:

- 3.1. refuse carriage of any item for any person;
- 3.2. refuse to provide any of the Services to a Customer whether before or after provision of the Services has commenced; and
- 3.3. open any envelope, package or other container in which the Goods are placed or packaged, or the Goods themselves in order to inspect those Goods to ensure compliance with these Conditions or, where any consignment note or identifying document is lost, damaged or destroyed, to ascertain the ownership or destination of the Goods.

When taking steps under clause 3.3, the Carrier will use reasonable efforts to limit damage to the Goods or its packaging, and where reasonable to do so, will contact the Customer to resolve the issue.

## 4. Ownership

The Customer acknowledges that the business of the Carrier is owned and operated independently from that of Australian Couriers Pty Ltd, its subsidiaries, parent and related entities, successors, servants, officers, agents (“Fastway Couriers”), and other operators (including regional franchisees, courier franchisees, subcontractors and all other owner/drivers) in the Fastway network, and that the Customer shall have no right of action whatsoever against Fastway Couriers or any of its franchisees other than the actual Carrier arising out of the carriage of Goods pursuant to these Conditions.

## 5. Differentiation of Services

The Customer acknowledges that the Carrier offers a range of different products and services, which collectively form the Services. Those Services include:

- 5.1. **Authority to Leave** – the Goods are automatically authorised to be left in a deemed safe place, as reasonably determined by the Carrier. No attempt to obtain a signature will be made. These Goods are not covered under our Limited Liability Scheme other than in relation to negligence. Any loss to the Goods is not covered therefore Customers are advised to obtain their own insurance. Any damage to the Goods will not be covered unless the damage is reported within 24 hours from delivery. A fuel allowance will be applicable.
- 5.2. **Signature** – the Carrier will attempt to obtain a signature when delivering the Goods. If a signature cannot be obtained, the Carrier has the discretion to leave the Goods in a safe place, deliver the Goods to a Parcel Connect Agent or return the Goods to the Carrier's depot for collection by the receiving Customer. Any lost Goods will be covered under the Limited Liability Scheme, with the exception of any excluded Goods provided the Carrier is not able to prove that they had left the Goods in a safe place (i.e. by taking a photograph or GPS pin drop). Any damaged Goods will be covered under the Limited Liability Scheme provided the damage is reported within 24 hours from delivery. A fuel allowance will be applicable.
- 5.3. **Secure** – the Carrier will attempt to obtain a signature when delivering the Goods. If a signature cannot be obtained, the Carrier will deliver the Goods to a Parcel Connect Agent or return the Goods to the Carrier's depot for collection by the receiving Customer. The Goods will not be left unattended. Any lost or damaged Goods will be covered under the Limited Liability Scheme, with the exception of any excluded Goods. A fuel allowance will be applicable.
- 5.4. **Click & Collect** – the Carrier will deliver the goods to a pre-selected delivery address for collection by the Customer. A fuel allowance will be applicable.
- 5.5. **Parcel Connect** – Services sold through Parcel Connect are automatically authorised to be left in a deemed safe place, as reasonably determined by the Carrier. No attempt to obtain a signature will be made. These Goods are not covered under our Limited Liability Scheme other than in relation to negligence. Any loss to the Goods is not covered therefore Customers are advised to obtain their own insurance. Any damage to the Goods will not be covered unless the damage is reported within 24 hours from delivery. A fuel allowance will be applicable.

## 6. Delivery

- 6.1. The Carrier is authorised to deliver the Goods at the address nominated by the Customer. If neither re-delivery nor pick up by the Receiver can be effected within 7 days, the Carrier may return the Goods to the Customer.
- 6.2. The Carrier may release the Goods to any person who presents himself to the Carrier as the Customer, its agent or accepts the Goods on behalf of the Customer. The Carrier shall be conclusively presumed to have delivered the Goods in accordance with these Conditions if the Carrier can provide a GPS pin drop or photograph in relation to the delivery of the Goods at the address listed on the consignment or, if applicable and in accordance with the type of service purchased, the Carrier obtains a receipt or signature confirming receipt of the Goods.

- 6.3. The Customer acknowledges that any delivery address outside of the Fastway network, will attract a surcharge inclusive of on-forwarder costs.
- 6.4. If the Customer is sending items internationally, it must comply with all laws, regulations and the Terms & Conditions in relation to international consignments available on the Carrier's Website.

## 7. Warranties and Acknowledgments

- 7.1. The Customer warrants that:
  - 7.1.1. the Goods are accurately described, and that the correct weight and specifications have been provided on the consignment note or in the Carrier's electronic system;
  - 7.1.2. it or the person who tenders the Goods for carriage is either the owner of those Goods or is the authorised agent and that they have the authority to provide the Goods to the Carrier for delivery and sign any consignment note or other documentation relating to the Services. The Customer accepts that once the Goods are provided to the Carrier or a payment is made, or a credit is uploaded, the Customer is bound by these Conditions;
  - 7.1.3. the Goods are not deemed Dangerous Goods in accordance with the Australian Code for the Transport of Dangerous Goods by Road;
  - 7.1.4. it has packaged the Goods in accordance with the Carrier's Packaging Guidelines and in a manner that can withstand the ordinary risks associated with the Services having regard to the Goods; and
  - 7.1.5. the accuracy of all markings and brandings of the Goods, descriptions, value and other particulars provided to the Carrier for carriage, customs, consular or any other purpose and indemnifies and keeps indemnified the Carrier against all losses, damage, expense and fines arising from any inaccuracy or omission in this respect.
- 7.2. The Customer acknowledges that if it does not comply with these Conditions, the Carrier may charge an additional fee to facilitate compliance of these Conditions and also acknowledges that the Carrier reserves the right not to carry any non-compliant Goods.
- 7.3. The Carrier uses a variety of prepaid and post-paid labels and satchels, including but not limited to, dynamic labels and electronic labels. All labels and satchels must be used within 1 year of purchase and are not refundable or transferable, including between regional franchises, other than where required by law.
- 7.4. The Carrier is under no obligation to carry any Goods with labels older than 1 year. Any use of labels older than 1 year do not have any limited liability cover regardless of whether the Goods are lost, damaged or otherwise impacted during the provision of the Services.
- 7.5. Where the Customer is not the owner of the Goods it warrants it has full authority to act as agent of the owner of the Goods, or any other person having an interest in, the Goods for all purposes in connection with the carriage of the Goods by the Carrier under these conditions and indemnifies and shall keep indemnified the Carrier in respect of all liability whatsoever or howsoever arising (including without limitation any loss or damage caused by the Goods during the provision of the Services by the Carrier or caused from the negligent or wilful act or default of any third party) in connection with the Goods.

## 8. Limited Liability

- 8.1. Subject to clauses 7.2 to 7.5 (inclusive), the Carrier is not liable for:
  - 8.1.1. Injury, damage, destruction or loss of the Goods or any other property arising out of or incidental to the provision of the Services; or
  - 8.1.2. The misdelivery or non-delivery of the Goods.
- 8.2. The Carrier will only be liable to the Customer in respect of any damage, destruction or loss of the Goods directly caused by the Carrier during the provision of the Services up to the amount of \$1,500 to cover the wholesale value of the Goods as a total maximum liability for all of the Goods contained on any one consignment note (and not individual items contained therein).
- 8.3. The maximum amount that may be claimed from the Carrier is the cost price/wholesale value of the Goods (up to a maximum of \$1,500), which will include the value of the freight service provided by the Carrier, excluding all GST.
- 8.4. Any products or services purchased from a Parcel Connect Agent will not be covered under the Carrier's limited liability. Customers are encouraged to take out their own insurance for all services obtained from a Parcel Connect Agent.
- 8.5. The claims process and evidentiary requirements can be found at [www.fastway.com.au/terms-and-conditions/standard-warranty](http://www.fastway.com.au/terms-and-conditions/standard-warranty), which form part of these Conditions.
- 8.6. If the Goods are damaged, photographic evidence of packaging and damage must be provided within 24 hours of the Goods being delivered. A formal claim must be received in writing within 7 business days of delivery of the Goods.
- 8.7. If the Goods are lost, a claim must be lodged within 30 days from the date the Goods were picked up by the Carrier.
- 8.8. The Customer agrees that the Carrier will not be liable for any consequential loss however caused.
- 8.9. The above limitations are subject to law and do not limit the Carrier's liability in relation to any consumer guarantees under the Australian Consumer Law.
- 8.10. The Carrier will not accept cash or any other form of payment from the receiving Customer in relation to the pick-up or delivery of the Goods and the sending Customer (or whomever arranges and requests delivery of the freight) will be liable at all times for payment of the Services.
- 8.11. As the liability of the Carrier is limited (or not applicable depending on the Services purchased and/or any written agreement with the Carrier), Customers are advised to obtain their own additional insurance cover in all circumstances. The Carrier will not obtain insurance on behalf of, or for the benefit of any Customer.
- 8.12. The Customer acknowledges that loss or damage are insurable risks and that obtaining insurance is the responsibility of the Customer. If the Customer fails to obtain insurance, they do so at their own risk.

## 9. Subcontractors

- 9.1. The Carrier may subcontract all or part of the provision of the Services to another party and such authorisation extends to any franchisee or subcontractor.
- 9.2. Any clause within these Conditions that excludes or limits the liability of the Carrier or provides a right or exemption extends to all subcontractors and their servants, agents or employees.

## 10. Performance of Services

- 10.1. The Customer may request that the Carrier provides the Services in a particular way (whether in relation to means of carriage, place of storage or otherwise). Whilst the Carrier may agree to take reasonable steps to comply with such requests, it reserves the right to provide the Services in the way it reasonably considers appropriate in the circumstances.
- 10.2. The Customer authorises any Services to be provided in accordance with the route of carriage or place of storage (if any) as the Carrier may in its absolute discretion deem appropriate or necessary.

## 11. Responsibility for Charges

- 11.1. The Customer is liable to the Carrier for all charges, including but not limited to credit or debit card charges, fuel allowances, administrative fees and third-party costs incurred for any reason in the provision of the Services.
- 11.2. The Carrier's charges for the Services including any fuel allowance, out of area surcharges and all other fees are earned as soon as the Goods are picked up, received or accepted for storage by the Carrier or its agent.
- 11.3. All charges are non-refundable or transferrable and must be paid in accordance with the Carrier's payment terms and conditions. Any outstanding charges will be immediately payable upon delivery of the Goods.
- 11.4. The Customer cannot offset any monies payable to the Carrier against any charges owed, or alleged to be owed, to them. The Carrier will not refund any payment for the Services under any circumstances.

## 12. Under-declared items and invoicing

- 12.1. The Carrier will charge the greater of an item's actual (dead) weight and cubic weight in relation to the Services.
- 12.2. The Customer agrees that it will accurately provide the dead and cubed weight for all Goods and that it will not under-declare the dead or cubic weight of any Goods.
- 12.3. The Customer is responsible for ensuring that the correct labels, satchels, dynamic labels and electronic labels are used for the Goods.
- 12.4. The Customer acknowledges that the Carrier has the right to check the dead or cubic weight of all Goods and if it detects that Goods have been under-declared, or where an incorrect label is used, resulting in an underpayment by the Customer for the carriage of the Goods, the Carrier will calculate and apply the correct payment and raise an invoice for the difference, for immediate payment on presentation. The Customer will be charged the difference between the Services paid and the amount the Customer would have paid if the Goods were correctly declared. The Customer also acknowledges that the Carrier will charge a fuel allowance on the difference as well as an administrative fee to cover the detection of the under-declared Goods, correct weighing of the Goods and preparation of the invoice for the difference.
- 12.5. The Customer further acknowledges that the Carrier reserves the right not to provide the Services until the Customer has paid the correct amount applicable for the carriage of the Goods.

## 13. Fuel Allowance

- 13.1. The Carrier reserves the right to charge a monthly fuel allowance. The calculation of the fuel allowance will vary on a monthly basis in accordance with the terms listed on the Carrier's Website.
- 13.2. For any under ticketed Goods, a fuel allowance will be applied on the additional fee applicable had the Goods been appropriately charged. Irrespective of the date of consignment, collection or delivery, the fuel allowance charged on any under ticketed amounts will be the calculation current at the time the invoice is raised.

## 14. Additional Fees and Charges

- 14.1. Customers should refer to the Carrier's Website in relation to any additional fees or charges that may be applicable in relation to the Services.
- 14.2. Additional fees or charges include, but are not limited to:
  - 14.2.1. Parcel or satchel consignments that have an incorrect service code will incur a freight handling charge in addition to the correct service code fee.
  - 14.2.2. In the event that the Carrier has to reprint a label, or manually generate a label to enable delivery, an additional charge will apply.
  - 14.2.3. Duplicate labels (being labels showing barcodes used for previous consignments) should not be used. In the event that the Carrier is required to replace a duplicate label, a duplicate label fee will apply in addition to the correct freight charge.
  - 14.2.4. Accurate consignment data is due on the day of dispatch before the Goods are collected. If consignment data is not provided by this time, or if that data is inaccurate, an additional fee will apply.
  - 14.2.5. All Goods should be labelled with accurate pickup and delivery addresses. In the event that inaccurate and / or insufficient address details have been supplied, an additional fee will apply.
  - 14.2.6. Incomplete consignments at the time of the arranged pickup will occur an incomplete consignment fee.
  - 14.2.7. If the Goods are returned to sender, a freight handling fee per consignment plus the applicable freight charges will apply.
  - 14.2.8. Redirection fees apply to all consignments which the Carrier is requested to undertake.
  - 14.2.9. The Customer acknowledges that any of the above charges are not a penalty, but a true measure of the additional costs incurred by the Carrier.

## 15. Lien

The Customer acknowledges that the Carrier has a lien on the Customer's Goods (and any document relating to the Goods) and all other related items (and any documents relating thereto) of the Customer in the custody or control of the Carrier for any monies owing to the Carrier in connection with the Goods or Services. The Carrier may sell the Goods or any of those items by public auction or private treaty, provided that reasonable notice is first provided to the Customer, to satisfy that obligation and all reasonable costs incurred by the Carrier for storage or in relation to the sale. The Carrier will use reasonable endeavours to obtain market value for the Goods and any additional proceeds of sale, after the Carrier has deducted its fees and costs, will be paid to the Customer. Any unsold portion of the Goods will be returned to the Customer at their sole expense.

## 16. Weight Limits

The maximum single parcel limit is the greater of 25kg dead or 40kg Cubic weight. Please refer to the pricing schedule on the Carrier's Website for the appropriate rates, charges and limits.

## 17. Packaging Guidelines

- 17.1. The Customer must comply with the Carrier's packaging guidelines, which can be found at [www.fastway.com.au/terms-and-conditions/packaging-guidelines](http://www.fastway.com.au/terms-and-conditions/packaging-guidelines). The packaging guidelines, which form part of these Conditions, set out the minimum standards the Carrier will accept in order to transport the Goods safely and ensure they reach their destination in the condition intended.
- 17.2. The Carrier may reject Goods that have not been sufficiently packaged or appear to have a risk of being damaged.
- 17.3. The Customer acknowledges that any failure to comply with the packaging guidelines may waive any right to compensation under the Carrier's limited liability scheme (if applicable).

## 18. Nature of Goods

18.1. It is the Customer's responsibility to ensure that the Goods fit the Carrier's freight profile, which can be found on the Carrier's Website. Any Goods that are outside of the Carrier's freight profile may be refused at pick up and a futile pick up fee will be charged to the Customer, reflective of the additional time and associated cost incurred by the Carrier.

The Customer must not provide to the Carrier:

- 18.2. any Goods with a dead weight of more than 25kg or a Cubic weight of more than 40kg or length of more than 2 metres (inclusive of packaging) or such other dead or Cubic weight or length as advised by the Carrier in writing prior to acceptance of the Goods; any volatile spirits, explosive Goods or Goods which are or may become dangerous (including radioactive materials), flammable or offensive (Dangerous Goods). The Carrier is entitled to refuse to accept for carriage any Dangerous Goods or if accepted without the nature of the Dangerous Goods being fully disclosed to the Carrier, to notify the Customer that it must arrange for collection of the Dangerous Goods at its cost once the nature of the Dangerous Goods is discovered by the Carrier.
- 18.3. If in the reasonable opinion of the Carrier the Goods are or are liable to become of a dangerous, flammable, explosive, or of a volatile nature, or otherwise likely to cause damage to property or persons, the Carrier may take any steps reasonably necessary to protect persons and property and render the Dangerous Goods harmless, and will not be required to pay any compensation to the Customer in respect of any such action taken.
- 18.4. The Carrier's limited liability scheme (if applicable) does not cover certain items. A list of items for which the Carrier is not liable for any claims can be found at [www.fastway.com.au/terms-and-conditions/standard-warranty/](http://www.fastway.com.au/terms-and-conditions/standard-warranty/). This list is subject to change therefore Customers must to review that list regularly to determine whether their Goods would be covered under the Carrier's limited liability scheme. If a Customer requires insurance for excluded Goods, it must obtain such insurance at its own cost.

## 19. Brokerage and Commission

The Customer acknowledges and agrees that the Carrier may retain any allowances, brokerages, rebates or commissions paid by shipping and forwarding agents; insurance brokers; airlines and any other person or entity in relation to the provision of the Services.

## 20. Export Control and Customs

- 20.1. The Consignor authorises the Carrier to act as the Consignor's agent for export control and customs purposes and to complete all documents as may be reasonably necessary in connection with the provision of the Services.
- 20.2. The Carrier may (but without obligation to do so) advance any duties, taxes, imports, outlays or charges at any port or place in respect of the Goods and the Consignor shall reimburse the Carrier on presentation of an invoice detailing those amounts.

## 21. Indemnity

- 21.1. The Customer indemnifies and shall keep indemnified the Carrier, its agents, franchisees, servants and officers in respect of all liabilities arising from any breach of these Conditions by the Customer, except to the extent that any losses or damages were caused by the Carrier.
- 21.2. The Customer indemnifies and shall keep indemnified the Carrier, its agents, servants, franchisees and officers against all claims raised or suffered by it or a receiving Customer against the Carrier in respect of the Goods, the Services or any other matter under these Conditions.

## 22. Severance

If any clause or part of any clause in these Conditions is or becomes unenforceable, that unenforceability will not affect the enforceability of the remaining clause(s) or any other part of these Conditions.

## 23. Privacy

The Carrier will collect, use and disclose a Customer's personal or other information in accordance with its Privacy Policy as amended from time to time. The Carrier's Privacy Policy can be found on the Carrier's Website.

## 24. Applicable Law

These Conditions shall be governed and construed in accordance with the laws of the place of issue of a consignment note.

## 25. Ownership

The Customer acknowledges that each Carrier providing the Services is independently owned and operated from all other businesses within the Fastway Couriers network.

## 26. Force Majeure

The Carrier is not liable for loss or damage to the Goods where the loss or damage wholly or partly resulted from causes beyond the control of the Carrier including but not limited to natural disasters, acts of war, civil unrest, strikes, lockouts, industrial disputes or arrest, government restrictions or intervention, transport delays, acts of God, breakdown of any equipment including vehicles, shortage of supplies or labour, or accidents.

## 27. Amendment of Conditions

- 27.1. The Carrier may amend these Conditions at any time, which will take effect once notice has been provided to the Customer. Any amended Conditions will apply to all future Services.
- 27.2. The Customer acknowledges that notification includes the update of these Conditions on the Carrier's Website at [www.fastway.com.au](http://www.fastway.com.au) and agrees to regularly review these Conditions to ensure it is aware of any changes.