

Signature Equine Transport – Terms and Conditions

The following terms and conditions apply to all contracts for the carriage of goods or livestock in which Signature Equine Group Pty Ltd acts as a carrier.

1. Definitions

- 1.1 "Carrier" means Signature Equine Group Pty Ltd T/A Cross Country Horse Transport (ABN 43 150 418 125), and its successors and assigns, servants or agents, or any person acting on behalf of, and with the authority of, Signature Equine Group Pty Ltd T/A Signature Equine Transport (ABN 43 150 418 125).
- 1.2 "Sub-Contractor" means and includes:
- (a) railways or air transport services operated by the Commonwealth, or any State or Territory, or any other party; or
 - (b) any other person, firm, body or corporation with whom the Carrier may arrange for the carriage of the Goods; or
 - (c) any person who is now, or hereafter, a servant, agent, employee or sub-contractor of any of the parties referred to in clause 1.2(a) and 1.2(b).
- 1.3 "Consignor" means any person/s, firm, body or corporation (or person/s acting on behalf of and with the authority of the Consignor) placing an order with the Carrier to undertake Carriage of the Goods, or places Goods with the Carrier for transportation, as specified in any quotation, order, invoice or other document, and if there more than one person or entity requesting Carriage, is a reference to each person jointly and severally.
- 1.4 "Carriage" means all transport services provided by the Carrier to the Consignor, including, but not limited to, dispatch, pick-up, carriage, transportation, storage, consignment, delivery, agistment, resting, temporary, depasturing, livery or any other service provided by the Carrier in relation to the Goods. The same meaning shall be attributed to the word "carried" when used in the contract.
- 1.5 "Goods" shall mean goods (or livestock of every description), together with any other incidental items or accessories, the subject of the contract.
- 1.6 "Price" shall mean the cost of the Carriage of the Goods, as agreed between the parties, subject to clause 4 of the contract.

2. Acceptance

- 2.1 The Consignor is taken to have exclusively accepted, and is immediately bound, jointly and severally, by these terms and conditions if the Consignor delivers up the Goods to the Carrier's possession for the Carriage thereof.
- 2.2 No purported variation or modification of these terms and conditions shall have any effect unless it is in writing, and signed by an executive officer of the Carrier. It is acknowledged by the parties that these terms and conditions, and any lawful variation thereof, shall constitute part of the contract between the parties, and the contract (in its entirety) shall prevail to the extent of any inconsistency with any other document or agreement between the parties.
- 2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Change in Control

- 3.1 The Consignor shall give the Carrier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Consignor and/or any other change in the Consignor's details (including but not limited to, changes in the Consignor's name, address, contact phone or fax number/s, or business practice). The Consignor shall be liable for any loss incurred by the Carrier as a result of the Consignor's failure to comply with this clause.

4. Price and Payment

- 4.1 At the Carrier's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by the Carrier to the Consignor in respect of the Carriage of the Goods; or
 - (b) the Carrier's quoted Price (subject to clause 4.2 and 4.3) which shall be binding upon the Carrier provided that the Consignor shall accept in writing the quotation within seven (7) days.
- 4.2 The Carrier reserves the right to change the Price:
- (a) if a variation to the Carrier's quotation is requested or required (including as to the nature or quantity of the Goods (including size, weight and/or quantity), nature and location of the collection and/or delivery address, distance from the collection address to the delivery address, facilities available for loading or unloading, weather conditions or delays beyond the control of the Carrier, delivery times or dates, or otherwise, etc.); or
 - (b) to reflect any increases to the Carrier in the cost of performing the Carriage of the Goods, which are beyond the reasonable control of the Carrier (including, without limitation, increases in the cost of labour, foreign exchange fluctuations, or increases in taxes or customs duties or insurance premiums or warehousing costs, etc.); or
 - (c) for any delay over fifteen (15) minutes in either loading and/or unloading (from when the Carrier arrives at the collection and/or

delivery address), occurring other than from the Carrier's default.

Where the Price is calculated by weight, measurement or value, the Carrier may at any time re-weigh, or re-value or re-measure, or require the Goods to be re-weighed, or re-valued or re-measured, and charge proportional additional freight accordingly. At the Carrier's sole discretion, a non-refundable deposit may be required. The Carrier's charges shall be considered earned as soon as the Goods are received into the possession of the Carrier. The Consignor (notwithstanding that it may not be the owner of the Goods) will be, and shall remain, responsible to the Carrier for all proper charges incurred by the Carrier for any reason whatsoever in relation to the Carriage of the Goods. Time for payment for the Carriage of the Goods being of the essence, the Price will be payable by the Consignor on the date/s determined by the Carrier, which may be:

- (a) on delivery of the Goods by the Carrier; or
- (b) the date specified on any invoice or other form as being the date for payment; or
- (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Consignor by the Carrier.

Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the transaction), or by any other method as agreed to between the parties.

Unless otherwise stated the Price does not include GST. In addition to the Price the Consignor must pay to the Carrier an amount equal to any GST the Carrier must pay for any Carriage of the Goods by the Carrier under the contract, or any other agreement. The Consignor must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Consignor pays the Price. In addition the Consignor must pay any other taxes and duties that may be applicable in addition to the Price, except where they are expressly included in the Price.

Receipt by the Carrier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

Where the Consignor requesting or organising the Carrier to perform the Carriage of the Goods is acting on behalf of any third party, or a syndicate, and that third party or syndicate is intended to be responsible for the payment of the Price, then:

- (a) where the syndicate requires any invoice to be split between members, each invoice will incur a fee equal to ten dollars (\$10.00); and
- (b) in the event that the third party or syndicate does not pay the invoice when due, the Consignor acknowledges that it shall be liable for the payment of said invoice as if it had contracted for the Carriage of the Goods on its own behalf.

Carriage of the Goods

The Carrier is not a "Common Carrier" and will accept no liability as such. All Goods are carried by the Carrier subject only to these terms and conditions, and the Carrier reserves the right (at its discretion) to refuse the carriage of Goods for any person, firm, body or corporation, and the carriage of any class of Goods.

If the Consignor expressly directs the Carrier to use or adopt (or it is expressly agreed that the Carrier will use or adopt) a particular manner, means or method of performing the Carriage of the Goods, the Carrier will use its best endeavours to use or adopt the same. However, if that manner, method or means cannot be used or adopted at the date of the planned Carriage of the Goods, for any reason whatsoever, the Consignor hereby authorises the Carrier to perform the Carriage of the Goods by, or in, an alternative manner, means or method, as the Carrier deems fit. Notwithstanding any instructions (verbal or otherwise) from the Consignor that the Goods are to be carried in a certain manner, or by certain means or methods, the Carrier reserves the right to charge any additional demurrage charged directly, or indirectly, by any authority, or by any other person, firm body or corporation.

The Consignor authorises the Carrier (in its discretion, at any time, without notice to the Consignor) to:

- (a) arrange with any Sub-Contractor/s for the Carriage of the Goods. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said Goods to such Sub-Contractor/s (whether by the Consignor, Carrier or any Sub-Contractor/s), who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. In so far as it may be necessary to ensure that such Sub-Contractor/s shall be so entitled, the Carrier shall be deemed to enter into the contract for its own benefit and also as agent for the Sub-Contractor/s;
- (b) perform the Carriage of the Goods in any manner, and by any means or methods, which the Carrier (in its absolute discretion) deems fit. The Carrier may alter such manner, means or method (as chosen by the

Carrier), and the Consignor hereby acknowledges that any such alteration is deemed necessary and reasonable in the circumstances, subject always to clause 5.2, 8.1 and

- (c) perform the Carriage of the Goods by any route it deems fit, and either alone or with articles belonging to any other person, firm, body or corporation, and deviate from, or alter, at any time, the route chosen by it for Carriage of the Goods. The Consignor hereby acknowledges and agrees that any such deviation or alteration is deemed necessary and reasonable in the circumstances.

Any time specified by the Carrier for Carriage of the Goods is an estimate only, and the Carrier will not be liable for any loss or damage incurred by the Consignor as a result of any delay. However both parties agree that they shall make every endeavour to enable the Goods to be carried by the Carrier at the time and from/to the address/es as was arranged between both parties. In the event that the Carrier is unable to perform the Carriage of the Goods, as agreed, solely due to any action or inaction of the Consignor, then the Carrier shall be entitled to charge a reasonable fee for rescheduling the Carriage of the Goods at a later time and date.

Consignor's Responsibilities

The Consignor expressly warrants to the Carrier that:

- (a) the Consignor is either the owner, or the authorised agent of the owner, of any Goods the subject of the contract, and by entering into the contract the Consignor accepts these terms and conditions for itself, as well as for all other persons on whose behalf the Consignor is acting; and
- (b) where livestock are submitted as Goods for Carriage:
 - (i) that such are in good health and condition, free of disease and infection, and that all vaccinations are up to date at the time of delivery to the Carrier, or collection by the Carrier; and
 - (ii) the Consignor is responsible for ensuring that sufficient provision is made for the feeding and watering of such during the Carriage thereof. The Carrier may, at its discretion, provide or arrange for any other party to provide feed and water for the Goods during the Carriage thereof, or during any rest stop, agistment or temporary depasturing, and such costs will be the responsibility of the Consignor. The Carrier is not responsible for any loss of, or damage to, or deterioration of, or illness affecting the Goods from lack of, or the provision of, food or water; and
 - (iii) the Consignor acknowledges that the transportation of such is a high risk activity; there are inherent dangers in loading and unloading, and a foreseeable risk that the livestock will be injured in transit or suffer from travel sickness, or die; and
 - (iv) any person/s placing an order with the Carrier for the Carriage of Goods, or delivering the Goods to the Carrier, is authorised to do so by the Consignor.

The Consignor acknowledges that it is the responsibility of the Consignor to provide the Carrier with the correct address for collection, and for delivery, and to arrange for a (responsible) person to be present at those addresses at the time of collection and delivery to enable the Carrier to collect the Goods and to make effective delivery.

The Consignor shall comply with all the relevant laws, customs and regulations of the Commonwealth of Australia, and any State or Territory thereof, and if the Goods are to be exported, the country to which the Goods are to be exported, in relation to the preparation or handling of the Goods for Carriage, and shall furnish all information, and provide all notices and documents, in connection with the Goods as may be necessary to comply with such laws, customs and regulations. The Carrier accepts no responsibility for any damage, loss or expense incurred due to the Consignor's failure to comply with such laws, customs and regulations.

The Carrier shall not be liable for any delay in onward carriage, or loss or damage resulting from the Consignor's failure to comply with this clause 6.

Risk and Insurance

The Goods are at the risk of the Consignor at all times and, under no circumstances does the Carrier undertake to insure, or arrange for the insurance of, the Goods against any insurable risk whatsoever. The Consignor:

- (a) warrants that the Goods are fully insured against all risk which may arise during the Carriage of the Goods; and
- (b) acknowledges and agrees that, subject to clause 9, the Carrier is not responsible, and cannot be held responsible for, any incidents whatsoever in which may void any insurance policy that the Consignor has for the Goods; and
- (c) hereby agrees to produce to the Carrier any insurance policy affecting the Goods if

requested to do so by the Carrier prior to the Carriage of the Goods.

Delivery of the Goods

The Carrier is authorised to pick up the Goods from the address for collection, and to deliver said Goods to the address for delivery given to the Carrier by the Consignor, and shall be taken to have delivered the Goods for the purpose of the contract if, at the said address, it obtains from any person a receipt or a signed delivery order, or acknowledgement of delivery, for the Goods, or the Consignor gives a certificate in writing signed by a duly authorised representative of the Carrier that the Goods were delivered at the address for delivery given to the Carrier by the Consignor.

If the Consignor, or a representative of the Consignor, subsequent to commencement of Carriage of the Goods, directs the Carrier to deliver the Goods to an alternative address (the "New Address"), the Carrier will use its best endeavours to have the Goods redirected to the New Address, however the Carrier does not promise that it will be able to redirect the Goods to the New Address, and is not responsible for any delay that may be caused by such redirection. If the Goods cannot be redirected, and are delivered to the original address, the Carrier accepts no responsibility for the Carriage of the Goods (or the arrangement thereof) from the original address to the New Address.

If the Goods are not accepted for delivery when tendered, the Carrier may, at its discretion:

- (a) hold the Goods as bailee, and shall be entitled to storage fees at normal rates charged by the Carrier. If the Carrier acts as bailee, the Carrier will not be liable for any loss or damage to the Goods howsoever caused; or
- (b) return the Goods to the Consignor at the cost and risk of the Consignor; or
- (c) otherwise deal with the Goods as it sees fit.

Loss or Damage

The Consignor acknowledges that it has been given the opportunity to inspect the Carrier's facilities and vehicles, and acknowledge that they meet the standard applicable to the freight/transport industry, and, unless expressly agreed in writing, and subject to clause 12 and any statutory provisions imposing liability in respect of the loss of or damage to the Goods, the Consignor holds harmless and releases the Carrier from any responsibility and liability (in tort, contract or otherwise) in respect of:

- (a) any delay, or any loss or damage to the Goods, occasioned during Carriage arising from any Force Majeure; and
- (b) any deterioration, injury, damage or death of the Goods carried; and
- (c) deterioration, contamination (including any contamination of any feed or other cargo compromising the Goods), wrongful delivery, misdelivery, delay in delivery, or non-delivery of the Goods, whenever or howsoever occurring (and whether the Goods are, or have been, in the possession of the Carrier or not); and
- (d) any instructions, advice, information or service given or provided to any person, whether in respect of the Goods, or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and
- (e) any act or omission whether wilful, reckless, negligent or otherwise of the Carrier, or its servants or agents or sub-contractors;
- (f) any latent defect or inherent vice or natural deterioration or wastage of the Goods, or packaging; and
- (g) any act, omission or neglect of the Consignor (including insufficient or improper provision of feed or water, or addressing, or failure to take delivery, or any handling, loading or unloading of the Goods).

Any liability of the Carrier in relation to the Carriage, howsoever arising or incurred, is limited to the cost charged to or incurred by the Consignor for Carriage.

Lien

The Carrier shall have a lien on any Goods owned by the Consignor and in the possession or control of the Carrier (and any documents relating to those Goods) for all sums payable by the Consignor to the Carrier, and the Carrier shall have the right to sell such Goods or cargo by public auction or private treaty after giving seven (7) days' notice to the Consignor. The Carrier shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods, from the proceeds of sale and shall render any surplus to the entitled person. Any such sale shall not prejudice or affect the Carrier's right to recover from the Consignor any charges due or payable in respect of the carriage or such detention and sale.

Claims

Notwithstanding clauses 7 and 9, in the event that the Consignor believes that they have any claim against the Carrier then they must lodge any notice of claim for consideration and determination by the Carrier within seven (7) days of the date of delivery, or for non-delivery within seven (7) days of the anticipated date of delivery.

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- 11.2 The failure to notify a claim within the time limits under clause 11.1 is evidence of satisfactory performance by the Carrier of its obligations hereunder.
- 11.3 The Consignor undertakes that no claim or allegation shall be made against any servant or agent of the Carrier which attempts to impose upon any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier and any such servant or agent against all consequences thereof.
12. **The Commonwealth Competition and Consumer Act 2010 and Fair Trading Act**
- 12.1 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be applied into these terms and conditions ("Non-Excluded Guarantees"), and:
- (a) notwithstanding anything contained in these terms and conditions, nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees, and the Carrier shall be bound by any Non-Excluded Guarantees; and
- (b) except as expressly set out in these terms and conditions, or in respect of the Non-Excluded Guarantees, the Carrier makes no warranties or other representations under these terms and conditions. The Carrier's liability in respect of these warranties is limited to the fullest extent permitted by law, and
- (i) limited to the providing the Carriage of the Goods again, or the payment of the cost of having the Goods carried again; or
- (ii) if the Consignor is a consumer within the meaning of the CCA, the Carrier's liability is limited to the extent permitted by section 64A of Schedule 2. If the Carrier is required to re-provide, or pay the cost of re-providing the Carriage of Goods under this clause, or the CCA, but is unable to do so, then the Carrier may refund any money the Consignor has paid for the Carriage of the Goods.
13. **Cancellation**
- 13.1 The Carrier may cancel any contract to which these terms and conditions apply, or cancel the Carriage of the Goods at any time before the Goods have been loaded for Carriage, by giving written notice to the Consignor. On giving such notice, the Carrier shall repay to the Consignor any sums paid in respect of the Price. The Carrier shall not be liable for any loss or damage whatever arising from such cancellation.
- 13.2 In the event that the Consignor cancels the Carriage of the Goods, then the Consignor shall be liable for any loss incurred by the Carrier (including, but not limited to, any loss of profits) up to the time of cancellation.
14. **Default and Consequences of Default**
- 14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Carrier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 14.2 If the Consignor owes the Carrier any money the Consignor shall indemnify the Carrier from and against all costs and disbursements incurred by the Carrier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Carrier's contract default fee, and bank dishonour fees).
- 14.3 Further to any other rights or remedies the Carrier may have under the contract, if the Consignor has made payment to the Carrier by credit card, and the transaction is subsequently reversed, the Consignor shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Carrier under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Consignor's obligations under the contract.
- 14.4 Without prejudice to any other remedies the Carrier may have, if at any time the Consignor is in breach of any obligation (including those relating to payment) the Carrier may suspend or terminate the Carriage of the Goods, and any of its other obligations under these terms and conditions. The Carrier will not be liable to the Consignor for any loss or damage the Consignor suffers because the Carrier exercised its rights under this clause.
- 14.5 Without prejudice to the Carrier's other remedies at law the Carrier shall be entitled to cancel all or any part of any order of the Consignor which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Carrier shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to the Carrier becomes overdue, or in the Carrier's opinion the Consignor will be unable to meet its payments as they fall due; or
- (b) the Consignor becomes insolvent/bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Consignor or any asset of the Consignor.
15. **Personal Property Securities Act 2009 ("PPSA")**
- 15.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 15.2 Upon assenting to these terms and conditions in writing the Consignor acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all:
- (a) Goods that have previously been carried (if any), and any Goods that will be carried in the future, by the Carrier for the Consignor; and/or
- (b) any monetary obligation of the Consignor to the Carrier for the Carriage of Goods by the Carrier for the Consignor.
- 15.3 The Consignor undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Carrier may reasonably require to:
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; or
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 15.3(a)(i) or 15.3(a)(ii);
- (b) indemnify, and upon demand reimburse, the Carrier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the Carrier;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or Carriage in favour of a third party without the prior written consent of the Carrier.
- 15.4 Both parties agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 15.5 The Consignor waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 15.6 The Consignor waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 15.7 Unless otherwise agreed to in writing by the Carrier, the Consignor waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 15.8 The Consignor must unconditionally ratify any actions taken by the Carrier under clauses 15.3 to 15.5.
- 15.9 Subject to any express provisions to the contrary (including those contained in this clause 15), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
16. **Security and Charge**
- 16.1 In consideration of the Carrier agreeing to perform the Carriage of the Goods, the Consignor charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Consignor either now or in the future, to secure the performance by the Consignor of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 16.2 The Consignor indemnifies the Carrier from and against all the Carrier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Carrier's rights under this clause.
- 16.3 The Consignor irrevocably appoints the Carrier (and each director of the Carrier) as the Consignor's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Consignor's behalf.
17. **Privacy Act 1988**
- 17.1 The Consignor agrees for the Carrier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Consignor in relation to credit provided by the Carrier.
- 17.2 The Consignor agrees that the Carrier may exchange information about the Consignor with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Consignor; and/or
- (b) to notify other credit providers of a default by the Consignor; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Consignor is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Consignor including the Consignor's repayment history in the preceding two (2) years.
- 17.3 The Consignor consents to the Carrier being given a consumer credit report to collect overdue payment on commercial credit.
- 17.4 The Consignor agrees that personal credit information provided may be used and retained by the Carrier for the following purposes (and for other agreed purposes or required by):
- (a) the Carriage of Goods; and/or
- (b) analysing, verifying and/or checking the Consignor's credit, payment and/or status in relation to the Carriage of Goods; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Consignor; and/or
- (d) enabling the collection of amounts outstanding in relation to the Carriage of Goods.
- 17.5 The Carrier may give information about the Consignor to a CRB for the following purposes:
- (a) to obtain a consumer credit report; and/or
- (b) allow the CRB to create or maintain a credit information file about the Consignor including credit history.
- 17.6 The information given to the CRB may include:
- (a) personal information as outlined in 17.1 above; and/or
- (b) name of the credit provider and that the Carrier is a current credit provider to the Consignor; and/or
- (c) whether the credit provider is a licensee; and/or
- (d) type of consumer credit; and/or
- (e) details concerning the Consignor's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); and/or
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Consignor no longer has any overdue accounts and the Carrier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); and/or
- (g) information that, in the opinion of the Carrier, the Consignor has committed a serious credit infringement; and/or
- (h) advice that the amount of the Consignor's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 17.7 The Consignor shall have the right to request (by email) from the Carrier:
- (a) a copy of the information about the Consignor retained by the Carrier and the right to request that the Carrier correct any incorrect information; and/or
- (b) that the Carrier does not disclose any personal information about the Consignor for the purpose of direct marketing.
- 17.8 The Carrier will destroy personal information upon the Consignor's request (by email) or if it is no longer required unless it is required in order to fulfil the obligations of the contract or is required to be maintained and/or stored in accordance with the law.
- 17.9 The Consignor can make a privacy complaint by contacting the Carrier via email. The Carrier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Consignor is not satisfied with the resolution provided, the Consignor can make a complaint to the Information Commissioner at www.oaic.gov.au.
18. **General**
- 18.1 The failure by the Carrier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Carrier's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the State in which the Carrier has its principal place of business, and are subject to the jurisdiction of the Newcastle court in that State.
- 18.3 Subject to clause 12, the Carrier shall be under no liability, whether in tort, or contract or otherwise, to the Consignor for any indirect and/or consequential or liquidated loss or damages, and/or expense (including loss of profit) suffered by the Consignor arising out of a breach by the Carrier of these terms and conditions. Alternatively, the Carrier's liability shall be limited to damages which under no circumstances shall exceed the Price. Furthermore, the Consignor hereby indemnifies the Carrier in respect of any loss, damage or injury caused to the Carrier, or any other person, or any property of the Carrier or any other person, by the Goods during the Carriage thereof, and further agrees to indemnify against all damages, actions, claims, suits and demands made by any person in respect of such loss, damage or injury.
- The Consignor shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Consignor by the Carrier nor to withhold payment of any invoice because part of that invoice is in dispute.
- The Consignor agrees that the Carrier may amend these terms and conditions at any time. If the Carrier makes a change to these terms and conditions, then that change will take effect from the date on which the Carrier notifies the Consignor of such change. The Consignor will be taken to have accepted such changes if the Consignor makes a further request for the Carrier to perform Carriage of Goods for the Consignor.
- Where the Carrier is unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Carrier, including, but not limited to, any act of God, war, terrorism, strike, civil commotion, lock-out, general or partial stoppage, restraint of labour, industrial action, fire, flood, storm, etc. ("Force Majeure") to carry out any obligation under the contract, and the Carrier gives the Consignor prompt notice of such Force Majeure, with reasonably full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform, or be delayed in performing, that obligation, and uses all reasonable diligence to negate or 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. The requirement that any Force Majeure shall be negated or removed with all reasonable 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 Carrier.
- The Consignor warrants that it has the power to enter into the contract, and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that the contract creates binding and valid legal obligations on it.
- The defences and exclusions of liability in these conditions, including clause 9, apply in any action (whether based on contract, tort, bailment or any other cause of action howsoever arising) against the Carrier even if it is resulted from an act or omission of the Carrier done wilfully or recklessly with knowledge that damage would or would probably result.
- The Consignor acknowledges that it has had the opportunity to seek independent legal advice in relation to these terms and conditions.

SCHEDULE 1 – Horse and Owner Information

Horse(s) (Please ensure details are provided for each Horse)

HORSE DETAILS				
Name:				
Sire:				
Dam:				
Colour:		Year of Birth:		
Brands	NS:	OS:		
		Has the Horse been in a high-risk area for the Hendra virus?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the Horse a 'windsucker'?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date of last Equine Herpesvirus vaccination:	Has the Horse been vaccinated for the Hendra virus?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Horse have any behavioural issues Error! MergeField was not found in header record of data source. should be aware of? (if yes, please give details)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the Horse insured?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Insurance company/broker:	

Owner(s) (Please ensure details are provided for each owner):

Individual <input type="checkbox"/>	Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trust <input type="checkbox"/>
First Name:	Middle Name:	Last Name:		
Date of Birth:				
Company / Business / Trust Name:				
Are you registered for GST?	Yes <input type="checkbox"/> No <input type="checkbox"/>	ACN:	ABN:	
ASB Contact Breeder Number:				
Street Address:				
City/Town:	State:	Postcode:		
Telephone:	Mobile:			
Fax:	Email:			
Your preferred method of contact:	Mail <input type="checkbox"/>	Fax <input type="checkbox"/>	Email <input type="checkbox"/>	
Bank Account Name:				
Bank:	BSB:	Account Number:		
Ownership Percentage of Horse %		Invoice %		