

"Proudly South Australian"

PROGRESS

COURIERS AND TAXI TRUCKS

ABN 45 881 863 703

242 Sturt Street
Adelaide South Australia 5000

Administration (08) 8231 7830
Admin Fax (08) 8212 3652
Bookings (08) 8231 7771
Bookings Fax (08) 8231 7710

AGREEMENT FOR DELIVERY SERVICES

FOR OFFICE USE ONLY

ATTENTION: STEPHANIE ERNST
FAX: (08) 8231 7710

APPLICATION FOR ACCOUNT

FULL BUSINESS NAME: _____

ABN: _____

TYPE OF BUSINESS: _____ INDUSTRY: _____

BUSINESS ADDRESS: _____

SUBURB: _____ POST CODE: _____

CONTACT PERSON: _____ TEL NO: _____ FAX NO: _____

ACCOUNT ADDRESS: _____

SUBURB: _____ POST CODE: _____

ACCOUNT PERSON: _____ TEL NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

ONLINE BOOKING LOGIN: _____ ONLINE BOOKING PASSWORD: _____

Who will be authorised to book jobs on the account? (If anyone, leave blank)

1. _____ 2. _____ 3. _____

Please name three trade/credit referees:

1. NAME OF BUSINESS: _____ TEL NO. _____

ADDRESS: _____ FAX NO. _____

2. NAME OF BUSINESS: _____ TEL NO. _____

ADDRESS: _____ FAX NO. _____

3. NAME OF BUSINESS: _____ TEL NO. _____

ADDRESS: _____ FAX NO. _____

Customer Bank Details

NAME OF BANK: _____ BRANCH (SUBURB): _____

WE AGREE TO ACCEPT ALL CHARGES AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. WE ACKNOWLEDGE THAT WE HAVE READ BOTH SIDES OF THE CREDIT APPLICATION FORM. WE ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT OPERATE UNTIL ACCEPTED BY THE CARRIER.

SIGNATURE OF CUSTOMER: _____ DATE: _____

TERMS AND CONDITIONS

1. In these terms and conditions:
 - 'Carrier' means Progress Logistics Pty Ltd;
 - 'Customer' means the parties specified overleaf; and
 - 'Goods' means those goods accepted by the Carrier from the Customer from time to time for carriage.
2. The Carrier agrees to carry the Goods for the Customer at the prices set out in the Carriers current price list (attached). These prices may be amended at any time by the Carrier. Unless otherwise advised by the Carrier, as at and from 1 July 2000, all prices will be inclusive of GST. In this clause 2, 'GST' means a goods and services tax or similar tax.
3. The Carrier will render a monthly statement of account to the Customer. An accounting fee of \$5.50 for courier services (or such an amount determined by the Carrier from time to time) will be added to each statement of account.
4. If the amount of each statement of account is less than \$50.00 the Carrier may choose to charge an administration fee of \$25.00.
5. The Customer must pay the Carriers accounts in full within 7 days of the date of each statement of account.
6. If the Customer's account is overdue:
 - (1) the Carrier may refuse to carry the Goods for the Customer; and
 - (2) interest at the ANZ Bank overdraft rate plus 2 per centum will be added to the account.
7. Account queries: Five driver's proof of delivery sheets for any one statement will be provided free of charge for account queries which are within the account terms. There will be a \$5.00 charge (or such other amount as determined from time to time by the Carrier) per extra requested proof of delivery sheet within the account terms, or for any proof of delivery sheet outside of the account terms up to 2 months. There will be a \$25.00 charge for any proof of delivery requested 2 months or more after the invoice date. All charges made payable by the Customer under this clause will be added to the Customer's account.
8. The Customer must not ask the Contractor to carry or store perishable or dangerous items.
9. The Carrier may refuse, in its absolute discretion, to carry any items which it does not wish to carry.
10. The Customer acknowledges that:
 - (1) the driver of the Carrier is an independent contractor;
 - (2) the vehicle used to carry the Goods is owned by the independent contractor; and
 - (3) any loss, liability, damage or expense suffered by the Customer arising out of the failure of the independent contractor to exercise reasonable care in delivering the Goods, will remain the liability of the independent contractor and not the Carrier.
11. In addition to the use of independent contractors for carrying Goods of the Customer, the Carrier may engage agents to carry or store the Goods for the Customer. The provision of this Agreement which protects the Carrier also protects the Carrier's agent.
12. The Customer authorizes the Carrier to deliver Goods to the address given to the Carrier by the Customer or by any person on behalf of the Customer. The Carrier is taken to have delivered Goods at that address if the Goods are left at that address and whether or not the Goods are received by any person at that address and whether or not a receipt is obtained for the Goods.
13. The Carrier will not be responsible for non-delivery of Goods in the event of any fact, circumstance, matter or thing beyond the reasonable control of the Carrier and shall be relieved of that obligation to the extent and for the period that it is so unable to perform. In addition, the Carrier is not responsible for any loss or damage to Goods left unattended at the address given by the Customer for delivery of the Goods.
14. If the Carrier cannot deliver the Goods to the address given to the Carrier by the Customer, the Carrier may return the Goods to the Customer or store the Goods, both at the Customer's expense.
15. The Customer warrants that it is, or is the authorized agent of, the owner of all Goods carried.
16. All Goods are carried or stored at the risk of the Customer. Unless otherwise agreed in writing the Carrier is not responsible for any loss of or damage to Goods or mis-delivery or failure to deliver or delay any delivery of Goods for any reason whatsoever and whether in contract or tort, whether negligent or otherwise.
17. All jobs will be charged at the Express Courier rate unless otherwise stated. If you require a Standard Courier, VIP or Super VIP you must clarify this at the time of booking.
18. Any jobs booked via telephone may be subject to a Telephone Booking Fee.
19. Despite clause 15, if the *Trade Practices Act* or any other act whether State of Federal prevents the Carrier from excluding its liability, liability is not excluded, but is limited to the re-supply of the service or the cost of re-supplying the service. The Carrier will not be liable unless the Customer makes a claim within two months after the delivery has been made or ought to have been made in the normal course of business.
20. The Carrier is not a common carrier (this term has a special legal meaning – the Carrier is entitled to refuse to carry goods for the customer and is not liable to the same extent as a common Carrier).
21. The Customer must indemnify the Carrier in respect of any loss or cost (including the Carrier's legal costs on a solicitor client basis) incurred by or claim made against the Carrier as a result of any breach of this Agreement by the Customer.
22. The Customer declares that all Goods are carried either:
 - (1) for the purposes of business, trade, profession or occupation carried on or engaged by the person for whom the Goods are transported; or
 - (2) in the course of trade or business carried on by a Customer.
23. The Carrier shall review their rates every 6 months, and adjust them at their discretion.
24. The Carrier may terminate this Agreement at any time by giving the Customer 7 days notice. In addition, the Carrier may terminate this Agreement immediately if the Customer:
 - (1) commits an act of bankruptcy or, being a corporation, presents a petition or has a petition presented by a creditor for its winding up, calls any meeting of its creditors, has a liquidator, receiver, receiver/manager or administrator appointed to all or any of its undertakings or assets or is otherwise deemed by virtue of relevant legislation to be unable to pay its debts, or ceases to carry on business; or
 - (2) commits a breach of any of these Terms and Conditions and fails to rectify the breach within 14 days of receiving notice of the breach from the Carrier.
25. Should the Customer or any related person or corporation enter into an employment relationship or an employment-like relationship (such as consultancy, sub-contractor or a reference of work) with a contractor or employee of the Carrier ('Carriers agent') after the Carriers agent has carried goods for the Customer, the Customer will pay to the Carrier an introduction fee. The fee will be \$10,000.
26. This Agreement may be altered only in writing signed by each party.

SIGNATURE OF CUSTOMER: _____ **DATE:** _____