

## Terms of Trade

# Terms and conditions for Ramsay's Horse Transport

"Carrier" shall mean the Company, Ramsay's Horse Transport: the name of which appears on the face of this document its servants and agents. "Sub-contractor" shall mean and include:

Any other person, firm or company with whom the carrier may arrange the carriage of goods the subject of this Contract and any person who is now or hereafter a servant, agent, employee or sub-contractor thereof; Any person, firm or company with whom the Carrier may arrange to have the goods including livestock the subject of any carriage contract stores and/or agisted and/or liveried and any person who is hereafter a servant agent employee or sub-contractor thereof.

- **Carrier's Servants or agents** The Client 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 Stock 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.
- **Client's Responsibility** The Client expressly warrants to the Carrier that the Client is either the owner or the authorised agent of the owner of any Stock or property that is the subject matter of this contract of cartage and/or storage and by entering into this contract the Client accepts these conditions of contract for the for all persons on whose behalf the Client is acting.

### 1. Terms of payment

Payment made by; Visa, MasterCard, Bankcard, American Express incurs a 2.9% charge. Direct Deposit to our account or by cheque only if prior arrangement has been made.

**To keep our overheads to a minimum and retain realistic rates we request payment before transport**

- At the Carrier's sole discretion the Price shall be either:
  1. as indicated on invoices provided by the Carrier to the Client in respect of Services supplied; or
  2. The Carrier's quoted Price which shall be binding upon the Carrier provided that the Client shall accept in writing the Carrier's quotation within thirty (30) days.
  3. Accounts not settled within trading terms **will** incur late payment fees.
- The Carrier reserves the right to change the Price in the event of a variation to the Carrier's quotation.
- The Carrier may by giving notice to the Client increase the Price of the Services to reflect any increase in the cost to the Carrier beyond the reasonable control of the Carrier (including, without limitation, increases in taxes and insurance premiums).
- At the Carrier's sole discretion a deposit may be required.
- Time for payment for the Services shall be of the essence and will be stated on the on the invoice, consignment note, manifest, or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and the Carrier.

- GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

1. **"Goods shall include livestock of every description."**
2. The Carrier is not a common carrier and will accept no liability as such. All goods are carried or transported including all storage agistment livery and other services by the Carrier subject only to these conditions and the Carrier reserves the right to refuse to carry or transport goods for any person, corporation or company at its absolute discretion. The Carrier may cancel any contract to which these terms and conditions apply, or cancel provision of the Services at any time before the Services are provided by giving written notice to the Client. On giving such notice the Carrier shall repay to the Client any sums paid in respect of the Price. The Carrier shall not be liable for any loss or damage whatever arising from such cancellation. In the event that the Client cancels the provision of any Services, the Client 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.
3. The Consignor hereby authorizes the Carrier to arrange with a sub-contractor for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to such sub-contractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. The Consignor hereby expressly agrees and acknowledges that insofar as it may be necessary to ensure that sub-contractor shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefit and also as agent for the sub-contractor.
4. If the consignor instructs the Carrier to use a particular mode of carriage the Carrier will use its best endeavors to use same provided if that method or means is unavailable at the date of planned movement then subject to further instructions from the Consignor, providing he is readily available to the Carrier, the Carrier shall be entitled to use its discretion to adopt some alternative method or means and the Consignor shall be deemed to authorize the Carrier to carry or have the goods carried by such other method or means.
5. The Consignor hereby authorizes any deviation from the usual route or manner of cartage of goods which may in the absolute discretion of the carrier be deemed reasonable or necessary in the circumstances.
6. Unless otherwise expressly agreed in writing no responsibility at law in tort, contract or otherwise (whether or not in any way occasioned by or due to the negligence of the Carrier) shall be accepted by the Carrier for any loss, damage, or misdelivery of or failure to deliver or delay in delivery of goods either in transit, storage, agistment, livery or alteration or carriage for any reason whatsoever.
7. The Carrier shall not be obliged to insure against any loss of or damage to, misdelivery of, failure to deliver or delay in delivery of goods. The Client acknowledges that:
  - The Stock are carried and stored at the Client's sole risk and not at the risk of the Carrier; and
  - The Carrier is under no obligation to arrange insurance of the Stock and it remains the Client's responsibility to ensure that the Stock are insured adequately or at all; and under no circumstances will the Carrier be under any liability with respect to the arranging of any such insurance and no claim will be made against the Carrier for failure to arrange or ensure that the Stock are insured adequately or at all.
8. **Stock Health**
  - The Client warrants that all Stock are free from disease and have had all required vaccinations. Prior to transportation of the Stock, the Client shall advise the Carrier of any underlying health conditions, prior illness, and/or history of illness of the Stock, and of any medication the Stock are currently on, and shall provide (if requested by the Carrier) current vaccination certificates for the Stock. The Client shall indemnify the Carrier from any liability whatsoever due to the Client's failure to comply with this clause.

- If the Carrier deems the Stock to need veterinary assistance at any time while the Stock is in the custody of the Carrier, the Carrier will first attempt to contact the Client, but the Client acknowledges that if they cannot be contacted then the Carrier reserves the right to call a veterinarian. If the Client cannot be contacted, then the Client acknowledges that the veterinarian shall have the final decision regarding any treatment of the Stock. The Client shall indemnify the Carrier from any liability in relation to any decision made or action taken by the veterinarian. All veterinarian fees incurred in relation to the Stock will be the sole responsibility of the Client and will be invoiced accordingly.
  - The Client shall indemnify and keep indemnified the Carrier at all times against all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against the Carrier or incurred or become payable by the Carrier resulting or arising from any diseases (including, without limitation, equine influenza) that the Stock are carrying or spread.
9. The charges of the Carrier shall be considered earned as soon as the goods are in the hands of the Carrier, its servants or agents.
  10. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorized agent of the owner of all goods the subject matter of carriage and by entering into any arrangement to carry the goods the Consignor expressly accepts these conditions of carriage as owner or agent of the owner.
  11. These conditions shall be governed and construed in accordance with the laws of the State of Western Australia.
  12. Notwithstanding anything herein contained, the Carrier shall continue to the subject to any implied warranty provided by the Trade Practices Act of 1974 (as amended) if and to the extent that the said act is applicable to this contract and prevents the exclusion, restriction or modification of that warranty.