

Live Event Logistics Pty Ltd - Terms and Conditions

Live Event Logistics Pty Ltd will only agree to supply and deliver goods and services upon the following terms and conditions. The terms and conditions are taken to form part of any contract for services between the Company and the Consignor, including Credit Account Applications.

Definitions

- a. *Company* means Live Event Logistics Pty Ltd;
- b. *Services* means all the whole of the operations and services provided by the Company in connection with the Consignment, including but not limited to the collection, carriage, transportation and/or storage of the Consignment
- c. *Consignor* means the person with whom the company contracts to provide services;
- d. *Consignment* means the goods accepted from the Consignor together with any containers, packaging or pallets supplied by or on behalf of the Consignor and used in the carriage, transportation and/or storage of those goods;
- e. *Subcontractor* includes any person who pursuant to a contract, agreement or arrangement with any other person (whether or not the *Company*) performs or agrees to perform all or part of the Services.

General Terms of Trade

1. All services are provided by the Company subject only to these terms and conditions, and such terms and conditions prevail over any conditions which the Consignor may seek to introduce.
2. These terms and conditions may not be varied or waived by any person whatsoever, unless a full description of the variation or waiver is in writing and signed by a Director or Secretary of the Company.
3. The Company is not a common carrier and will accept no liability as such.
4. The Company reserves the right to refuse to provide Services to any person, corporation or entity, or in respect of any class of goods at its sole discretion.
5. The Consignor warrants that it is the owner of the Consignment, or has the owner's authority to request the Services from the Company subject to these terms and conditions. Any person who delivers goods to the Company for or on behalf of the Consignor warrants that they are authorised to do so subject to these terms and conditions.
6. Insurance is not included in the charges. The Consignor is solely responsible for taking out and keeping current, at its own cost, all such insurances in respect of the Consignment and the Services as the Consignor considers to be reasonable and necessary.
7. The Consignor warrants that it indemnifies the Company for any loss or damage caused, directly or indirectly through the Consignor's breach of these terms and conditions.
8. The Company and any Subcontractor may subcontract all or any part of the Services, on any terms.
9. The Consignor agrees that:
 - a. It must not consign for any Services whatsoever any volatile or explosive goods, or goods which may become dangerous, inflammable or offensive (including but not limited to

radioactive materials) or which are or may become liable to damage any property or person without first giving the Company a complete description disclosing the particular goods and the nature of such goods. Notwithstanding the above, the Consignor is liable for any and all loss and damage caused as a result of consigning such goods.

- b. It warrants that it has complied with any and all applicable laws and regulations concerning the nature, packaging, labelling, storage or carriage of the Consignment and that the Consignment is packed in a manner satisfactory to withstand the ordinary risks of storage and or carriage, having regard to its nature. The Consignor indemnifies the Company for any liability whatsoever and for all costs and expenses sustained resulting from or arising out of the Consignor's failure to comply with such warranties.
 - c. If it is the Company's opinion that the Consignment has become or is liable to become of a dangerous, inflammable, explosive, volatile, offensive or otherwise damaging nature the Consignment may at any time be retained, destroyed, disposed of, abandoned or rendered harmless by the Company without compensation to the Consignor and without prejudice to the Company's right to any charges for the Services. Any costs or expenses incurred by the Company in doing as such are the sole responsibility of the Consignor, and the Consignor must reimburse the Company completely.
 - d. The Consignor shall be responsible for the conformity of any containers, packing or pallets with any requirements of the consignee and for any expense incurred by the Company arising from any failure to so conform.
10. If the Consignor expressly or impliedly instructs the Company to use, or it is expressly or impliedly agreed that the Company will use, a specific method of handling, storing or carriage of the Consignment, the Company will give precedence to that method but if it cannot appropriately be adopted by the Company the Consignor authorises the Company to handle, store or carry the Consignment by any other method/s. In any event the method of handling, storage and/or carriage adopted by the Company remains at the sole discretion of the Company and the Consignor authorises the Company to adopt any method/s other than the method instructed or agreed.
11. The Consignor authorises any change from the usual route of carriage or place of storage of the Consignment which is in the absolute sole discretion of the Company considered desirable or necessary in the circumstances.
12. The Company is authorised to open any part of the Consignment to inspect the goods so as to determine their nature or condition, or so as to determine ownership or their destination where any consignment note or identification is lost, damaged, destroyed or unreadable.
13. The Company is authorised to deliver the Consignment to the address designated by the Consignor and the Company is taken to have delivered the Consignment in accordance with these terms and conditions if at that address it obtains a receipt or signed delivery docket for the Consignment.
14. If the Consignor does not collect the Consignment at the designated place of delivery or if the designated place is not attended or delivery cannot otherwise be effected, the Company may at its sole choice deposit the Consignment at the designated place (which is taken to be delivery in accordance with these terms and conditions) or store the Consignment. If the Company opts to store the Consignment:
- a. The Company will allow seven (7) days free storage.

- b. Thereafter, the Consignor must pay or indemnify the Company for all associated costs and expenses related to storage, and
 - c. The Company may at its option redeliver to the Consignor from the place of storage at the Consignor's own expense.
15. Where the Consignment is accepted for carriage by rail to an address in a town or to a place where the Company has no receiving depot, the Consignment shall be deemed delivered according to these terms and conditions if it is delivered to the nearest railhead.
16. The Consignor will be and remain responsible to the Company for all the Company's proper charges incurred for any reason. A charge may be made to the Consignor in respect of any delay exceeding thirty (30) minutes in loading or unloading of the Consignment incurred other than from the default of the Company. The allowed delay period begins when the Company reports for loading or unloading. The Consignor is required, at their own cost and responsibility, to provide for and arrange labour to load or unload the Consignment. Should the consignee not be in attendance during normal trading hours or at the time specified for delivery, the Company may make a further charge for every delivery attempt made until delivery is affected.
17. The Company's charges shall be considered fully earned as soon as the Consignment is loaded and despatched from the Consignor's premises or accepted for storage and shall be payable and non-refundable in any event.
18. The Company shall have a general lien and particular lien over the Consignment and any documents relating to the Consignment and all goods in their possession for any and all outstanding sums due at any time from the Consignor and may sell such Consignment, documents and or goods by public auction or private sale without notice to the Consignor.
19. If any provision or clause of these terms and conditions is deemed to be unlawful or unenforceable, such provision/s or clause/s shall be severed from these terms and conditions, and all other provisions and clauses hereof shall remain in force to the fullest extent permitted by law.
20. The substance of any claim against the Company must be lodged in writing at an office of the Company in the State in which delivery was or ought to have been effected within seven (7) days after delivery was effected or would in the ordinary course of business have been effected. Legal proceedings must not be commenced until such notice is given, and if legal proceedings for any claim against the Company are not commenced within 120 days of the date delivery was effected or would in the ordinary course of business have been effected, the Company is released from all liability.

Payment for Services

21. Payment of the invoiced amount, plus any sales tax or GST payable, must be received, without deduction, by the Company within seven (7) days of the date of invoice.
22. All amounts payable to the Company by the Consignor are expressed on a GST exclusive basis.
23. If the Consignor commits any act of insolvency, all money due and owing by the Consignor to the Company, whether by way of credit or otherwise, will become due and payable immediately.
24. The Company reserves the right to suspend, with or without notice, any services if any payment due by the Consignor to the Company is overdue.

25. The Consignor must pay interest on the overdue amount, at twelve (12) percent per annum, from the due date for payment, until full payment is made.
26. The Consignor must pay all costs and expenses (including legal costs) which may be incurred by the Company in its attempts to recover the overdue amount.
27. The Company will charge the Consignor for any customs duties, GST Levies, customs fees, Australian Government Trade-gate fees, Australian Government charges, disbursement fees, storage charges, any Government duties or taxes, or any other expense charges in relation to the Goods, and the Consignor agrees that it must pay these charges.
28. Goods are accepted by the Company subject to the condition that the Company accepts no responsibility for the collection of cash on delivery or any other payments on behalf of the Consignor or any other person. When goods are tendered by any person with instructions for the Company to collect any such payments, the Company will not be bound by such instructions notwithstanding that the Company may accept those goods as tendered and perform other Services in relation to those goods.

Consignor's Own Risk

29. The Consignment is at the risk of the Consignor at all times and not the Company. The Consignor acknowledges, agrees and warrants that neither the Company nor any servant, employee or agent or sub-contractor of the Company shall in any circumstances be held responsible or liable whatsoever (whether it be in contact, tort, bailment or otherwise), for any loss, damage or deterioration of the Consignment or any delay or consequences of delay in collection of the Consignment or any personal injury howsoever caused or misdelivery, delayed delivery or non-delivery of the Consignment for any reason whatsoever, or any consequential loss or injury arising therefrom howsoever caused including any failure by the Company to perform the Services, any negligence or any act or omission or breach of contract or statutory duty or wilful misconduct or default by the Company.

Limitation of Liability

30. To the fullest extent permitted by law:
 - a. The Consignor bears all risk of loss or damage or injury arising in connection with the Services and Consignment at all times; and
 - b. The Consignor agrees to release, hold harmless and indemnify the Company from and against any liability whatsoever and howsoever arising (including without limitation, from negligence, breach of contract or statutory duty or wilful misconduct or default by the Company, its servants, employees or agents or sub-contractors) in connection with the Consignment and the provision of Services by the Company; and
 - c. The Company, its servants, employees and agents and subcontractors are not liable whatsoever for any indirect or consequential loss, injury or loss of profits, including without limitation, any loss by reason of delay, negligence, breach of contract or statutory duty or wilful misconduct or any act or matter or thing done, permitted or omitted by the Company, its servant/s, employee/s, agent/s and subcontractor/s; and
 - d. All conditions and warranties expressed or implied by law are expressly excluded to the fullest extent permitted by law and the liability of the Company for a breach of an implied warranty that cannot be excluded is limited, at the Company's option, to supplying the Services again or the cost of the supply of the Services; and
 - e. Should the Company agree to insure the Consignment then the liability of the company is limited to the amount, if any, it is liable to pay under such insurance for physical loss of or damage to the Consignment up to the limit of such insurance.

Governing Law

31. These terms and conditions are governed by the laws of New South Wales. The parties agree to submit to the jurisdiction of the Courts of that state.