

Contract for the Bulk Freight of Goods – Draft

This agreement is for the bulk freight of goods pursuant to the terms of the Bulk Freight of Goods contract as follows.

Agreement Date:

This agreement is between:

CONSIGNOR:

Contact

Address

ABN

Phone

Fax

Email

CARRIER:

Contact

Address

ABN

Phone

Fax

Email

Commodity	
Packaging (bulk, bags etc)	
Quantity	
Price (per km, per tonne etc) GST inclusive	
Payment terms as per Clause 5 or as agreed.	
Pickup location	
Delivery location	
Commencement Date	
Expiration Date	
Notice time for load	Consignor agrees to give the Carrier _____days notice. The day notice is given is not counted.
Demurrage / other charges	
Special conditions	

1. BACKGROUND: These terms and conditions apply to the bulk freight agreement of the specified goods in this agreement between the "Consignor" (the party into this agreement for the bulk freight of Goods) and the "Carrier" (the company entering into agreement with the Consignor to freight the specified Goods outlined in this agreement).
2. AGREEMENT: The Carrier agrees to provide Freight Services to the Consignor for the Goods on the terms specified in this contract. Freight Services include the collection, carriage and unloading of the Goods. The Consignor will provide specific instructions to the Carrier in the Consignment Instructions with all necessary information for the Carrier to provide the Freight Services. Weigh Bridge Dockets at destination shall be conclusive evidence of the quantity and specification of the Goods carried.
3. OBLIGATIONS: The Carrier and the Consignor will provide all necessary information to each other to allow performance of the Freight Services in accordance with this agreement. Parties will keep each other fully informed in a timely manner on issues that may affect performance of this contract. Parties must comply with all applicable laws and regulations relating to notifications, description, consigning, packaging and safety.
4. PRICE: The Consignor agrees to pay the Carrier the freight at the rate specified in this contract. This price may be adjusted if there is a material variation to agreed volume and route and Freight Services provided.
5. PAYMENT: The freight is payable per metric tonne on the delivered destination weights as per the agreed rate outlined in the contract. Payment is to be 100% of the agreed rate 30 days from the end of the week of delivery of goods unless otherwise agreed.. CONSIGNMENT INSTRUCTION: Unless otherwise agreed, the Consignor shall issue the Carrier with Consignment Instructions in writing. These instructions shall include;
 - a. Goods
 - b. Loading point
 - c. Load point contact details
 - d. Load date
 - e. Quantity
 - f. Destination
 - g. Consignor reference number
6. DEMURRAGE: Demurrage will not apply to this agreement unless otherwise specified.
7. INSURANCE: - The Goods will be at the risk of the Carrier/Consignor (strike out whichever is not applicable) in all respects during provision of the Freight Services. At all times during this contract the Carrier/Consignor (strike out whichever is not applicable) is to keep current and relevant insurance against all risks to the Goods.
8. SUBCONTRACTORS:
 - a. All or any part of the Freight Services may be sub-contracted by the Carrier and any subcontractor.
 - b. Notwithstanding any sub-contract, the contracting Carrier remains responsible for provision of the Freight Services and liable for any breach of this Contract.
 - c. Any clause of this contract excluding or limiting the liability of the Carrier or providing any right or exemption from liability to the Carrier shall also be available and shall extend to protect any sub-contractors and every servant or agent of the Carrier and of any sub-contractor.
 - d. Without limiting the effect of any other clause of this agreement, the Consignor or any other person or persons owning or having any interest in the Goods or any part thereof shall not be entitled to make any claims or pursue proceedings against any person other than the Carrier by whom the Freight Services are or any part thereof are undertaken or any servant, sub-contractor or agent of any such person or of the Carrier in relation to the Goods or arising out of the Freight Services. Nevertheless, should any such claim be made the Consignor shall indemnify the Carrier and any such person or servant or agent against the consequences of any such claim as may be made by any party other than the Consignor.
9. LOADING: The Consignor (including any agent) is responsible for the loading of the Goods, including pre-loading inspection, securing and labelling loads.

10. DELIVERY:

- a. The Carrier is only bound to deliver the Goods to the destination shown on the Consignment Note.
- b. If the Carrier is unable to deliver the Goods for any reason (including failure on the part of the Consignee to take delivery within a reasonable time) the Carrier shall be entitled to handle and store the Goods in such manner as it may in its discretion determine and shall be entitled to make a reasonable charge in respect of such handling and or storage and subsequent delivery of the Goods

11. FORCE MAJEURE:

- a. In this clause "force majeure", means any act, event or cause which is beyond the reasonable control of the Parties (other than lack of or unavailability of funds) including:
 - i. act of God, accident of navigation, war (whether declared or not) sabotage, insurrection, national emergency, martial law, fire, lightning, flood, earthquake, landslide, storm or other severe adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the Parties) epidemic, quarantine, radiation or radioactive contamination;
 - ii. action or inaction of any government, governmental body or court, including appropriation, intervention, direction or injunction, by legislation, regulation or otherwise;
 - iii. breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power, or materials, not preventable by the exercise of due diligence by the Parties, its servants, agents or sub-contractors;
 - iv. transportation disasters, washaways, derailment and the like; and
 - v. any other cause which despite the exercise of foresight or due diligence, the parties are unable to prevent or overcome.
- b. If, as direct result of force majeure, a Party becomes unable to perform, wholly or in part, any of its obligations under this agreement:
 - i. that obligation, except an obligation to pay money, is suspended but only so far as and for so long as it is affected by the force majeure; and
 - ii. the party is to use due diligence to overcome or remove the force majeure concerned
- c. Clause 12.b.ii does not require a Party to:
 - i. settle any strike or other labour difficulty on terms contrary to its wishes; or
 - ii. contest the validity or enforceability of any law, regulation or order by way of legal proceedings
- d. The liability of the Party to comply with its obligations resumes as soon as it is no longer affected by the force majeure

12. LEVIES AND TAXES: Any industry, statutory or government levies which are not included in the freight price shall be adjusted for in any related payments. Where a Goods and Services Tax (GST) is applicable to the Freight Services per these terms and conditions, subject to the issuing of a valid tax invoice, the Carrier will recover from the Consignor an amount on account of GST, such amount to be calculated by multiplying the price for the supply by the prevailing GST rate.

13. NOTICES: Notices given under this contract are to be dispatched by written letter delivered by hand on the day of writing, or by facsimile, or by email (return receipt acknowledging the message has been received is required) or by other method of rapid written communication. All notices shall be under reserve for errors in transmission. Any notices received after 1600 hours Sydney/Melbourne time on a business day shall be deemed to have been received at 0900 hours on the business day following. A notice to a party's Brokers or Agent shall be deemed a valid notice under this contract. In case of sub-contracts, all notices shall be passed on without delay.

14. RULES OF TRADE: This contract is subject to the Trade Rules of the National Agricultural Commodity Marketing Association Limited [NACMA] currently in effect. In the event of any conflict between this agreement and the Trade Rules, this agreement will prevail. To the extent of any conflict between this contract and the Consignment Instructions and/or any Consignment note, these contract terms prevail.

15. ARBITRATION: Any dispute arising out of this agreement, including the existence of this agreement and any question of law arising in connection therewith shall be referred to arbitration in accordance with the Dispute Resolution Rules of NACMA in force at the date of the referral to arbitration, and of which both parties hereto shall be deemed to be cognisant. Neither Party hereto, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been heard and determined by the arbitration in accordance with the Dispute Resolution Rules of NACMA, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring any action or other legal proceedings against the other of them in respect of any such dispute.