

Please complete the **Credit Application** below in full, sign it and return to either:

PO Box 325
Bacchus Marsh, Vic 3340

Fax to: 03 5367 4652

Or: operations@donwatson.com.au

CREDIT APPLICATION

Type of Business: () Sole Trader () Partnership () Company

If **SOLE TRADER** or **PARTNERSHIP** please provide:

Full Name: _____ DOB: ___ / ___ / ___ Drivers Lic No: _____

Full Name: _____ DOB: ___ / ___ / ___ Drivers Lic No: _____

If **COMPANY** please provide:

Company Name: _____ ABN: _____

Number of years business has traded for: _____

Directors:

1. Full name: _____ 2. Full name: _____

EVERYONE please provide:

Postal Address: _____ Physical Address: _____

Town/City: _____ Town/City: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

Phone Number: (____) _____ Fax Number: (____) _____

Email Address: _____

TRADE REFERENCES

Company 1: _____ Phone No.: (____) _____

Company 2: _____ Phone No.: (____) _____

Company 3: _____ Phone No.: (____) _____

I / We certify that the above details are true and correct and that I/We have read and do agree to abide by the **conditions of contract** listed following this form. I/We also grant permission to the credit provider or their agent to inquire into the credit worthiness of the applicant and to record, report, check or refer to any information on the applicant or their account to any person, company or credit bureau.

Signed on behalf of (Company name)

Signature: Print Name:

Position/ Title: Date:

CONDITIONS OF CONTRACT

- 1 In these conditions;
"Carrier" shall mean the Company the name of which appears on the face of the document its servants and agents.
"Sub-contractor" shall mean and include;
 - i All companies which are now subsidiaries of the Carrier within the meaning of the expression as defined in Section 6 of the New South Wales Companies Act 1961.
 - ii Railways operated by the Commonwealth or any state.
 - iii Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract.And any person who is now or hereafter a servant, agent, employee or sub-contractor or any of the persons referred to in (1), (11) and (111) above.
- 2 The Carrier is not a Common Carrier and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by the Carrier subject only to these conditions and the Carrier reserve the right to refuse the carriage or transport of articles for any person, corporation or company and the carriage or transport of any class of article at its discretion.
- 3 The Consignor hereby authorises the Carrier (if it should think fit to do so) to arrange a sub-contractor or sub-contractors 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 or sub-contractors 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 or sub-contractors shall be entitled the Carrier shall be deemed to enter into this contract for its own benefit and also as agent for the sub-contractor or sub-contractors.
- 4 If the Consignor expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the goods or a particular method or carriage whether by road, rail, sea or air the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier, the Consignor hereby authorises the Carrier to handle store or to carry or have the goods carried by another method or methods.
- 5 The goods are the risk of the Consignor and not the Carrier and unless expressly agreed in writing and subject to Clause 15 hereof the Carrier shall not be responsible in tort or in contract or otherwise for any loss for and damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods or livestock either in transit or in storage for any reason whatsoever including without limiting the forgoing the negligence or wilful act or default of the Carrier or others and this clause shall apply to all such loss or damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods as aforesaid whether or not the same occurs in the course of performance by the Carrier of the Contract or in events which are in the contemplation of the Carrier and/or the Consignor or in events which are foreseeable by them or either of them or in events which would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
- 6 The Carrier is authorised to deliver the goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with this contract if at that address he obtains from any person a receipt or a signed delivery docket for the goods.
- 7 It is agreed that the person delivering any goods to the Carrier for carriage for forwarding is authorised to sign this consignment note for the Consignor.

- 8 The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract of cartage and by entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting.
- 9 Without derogating from clause 5 above it is expressly agreed that all the rights, immunity, exemptions from and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of contract shall have and continue to have their full force and effect in all circumstances, whether or not the same occur in the course of performance by the Carrier of the contract or are in the contemplation of the Carrier and/or the consignor or are foreseeable by them or either of them or would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
- 10 The Consignor hereby authorises 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.
- 11 In respect of Contracts made in Queensland these conditions shall be read subject to the Carriage of Goods by Land (Carriers Liability) Act 1967, of that State by except where repugnant to the provisions of that Act shall continue to apply.
- 12 The Carrier's charges shall be considered earned as soon as the goods are loaded and despatched from the Consignor's premises. The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason.
- 13 The provisions of these conditions of cartage shall apply to the container or containers or other packaging containing the goods and to any pallet or pallets delivered with the goods to the carrier. The Consignor shall be responsible for the conformity of such containers packaging and pallets with any requirements of the consignee and for any expenses incurred by the Carrier arising from any failure so to conform.
- 14 Notwithstanding anything herein contained the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevent the exclusion, restriction or modification of that warranty.
- 15 The current Standard Terms and Conditions of Contract of Don Watson Pty Limited shall apply to this contract except where those conditions conflict with the conditions set out above. A copy of these standard terms and conditions of contract will be made available to the customer on request. It should be noted those standard terms and conditions of contract are subject to alterations from time to time without notice and customers should ensure that they obtain an up to date copy.