

7 DAY ACCOUNT CREDIT APPLICATION



ACCOUNT INFORMATION

Business Trading Name:

Applicant Registered Name:

Physical Business Address:

Suburb:

State:

Post Code:

Accounts Dept Postal Address:

Suburb:

State:

Post Code:

CREDIT REFERENCES

1 Name of Business:

Contact Name:

Email:

Phone:

2 Name of Business:

Contact Name:

Email:

Phone:

3 Name of Business:

Contact Name:

Email:

Phone:

ACCOUNTS PAYABLE DEPARTMENT

Business ABN:

Contact Name:

Phone No:

Fax No:

Email Address for Statements & Invoices:

Special instructions relating to accounts:

PICKUP/DELIVERIES DEPARTMENT

Contact Name:

Phone:

Working Days:

Working Hours:

Email Address for Pickup/Deliveries:

Special instructions relating to deliveries:

TRADING TERMS ARE STRICTLY 7 DAYS FROM INVOICE DATE. SHOULD THE CUSTOMER DEFAULT IN PAYMENT, INTEREST SHALL BE CHARGED AT THE RATE OF 5% ON MONIES OWED, THIS SHALL APPLY UNTIL THE OUTSTANDING BALANCE IS PAID.

I acknowledge acceptance of the above terms above and verify that I have read and am in agreeance with the Conditions of Cartage as set out in the following document.

Print Name:

Signature:

Date:

CONDITIONS OF CARTAGE

1. In these conditions:
"Carrier" shall mean Cook's Transport, the name of which appears on the face of this 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 that expression as defined in the Corporations Law.
 - ii. Railways operated by the Commonwealth or any State.
 - iii. Any other person, firm of Cook's Transport 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 of any of the persons referred to in (i), (ii) and (iii) 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 reserves the right to refuse the carriage or transport of articles for any person, corporation by Cook's Transport and the carriage or transport of any class of articles at its discretion.
3. The Consignor hereby authorises the Carrier (if it should think fit to do so) to arrange with 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 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 so 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 of 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 or store or to carry or have the goods carried by another method or methods.
5. The goods are at 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 contract or otherwise for any loss of or 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 either in transit or in storage for any reason whatsoever including and 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 of or damage to or deteriorations 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 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 the 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 or 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 hereof it is expressly agreed that all 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 in events which 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. These conditions of contract shall be governed by the law of the State in which the Carrier has its principal place of business in every particular including formation and interpretation and shall be deemed to have been made in the jurisdiction of the place where the Carrier has its principal place of business and any proceedings arising out of or in connection with these conditions of contract may be brought in any Court of competent jurisdiction in the said jurisdiction.
12. Without derogating from the provisions of Clause 5 hereof a claim against the Carrier in respect of loss of or injury to goods entrusted to it for carriage pursuant to these terms shall not be enforceable unless the Consignor has given notice in writing to the Carrier of such loss or injury
 - a) Where the goods have been delivered at the place contracted for, within five days after the date of such delivery
 - b) Where the goods have not been delivered at the place contracted for, within five days after the claimant has become aware of such loss or injury.
In calculating such period of five days no account shall be taken of any Saturday, Sunday and any day on which the premises of the Carrier concerned at the address which such notice is given was closed to business during the whole of its usual business hours.
13. 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.
14. The provisions of these conditions of carriage 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 expense incurred by the Carrier arising from any failure so to conform.
15. Not standing 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 prevents the exclusion, restriction or modification of that warranty.