



STANDARD
Service and
Supply Agreement

General Terms

1. In these Terms and Conditions of Contract:

“Carriage” shall mean the whole of the operations and services undertaken by the Courier in respect of the Goods including but not limited to transportation and storage;

“Courier” shall mean TIMG Couriers;

“Consignee” shall mean any person receiving or accepting the Goods, the subject of the Carriage by the Courier;

“Consignor” shall mean the person with whom this Contract is made;

“Contract” shall mean the contract between the Courier and the Consignor as evidenced by these Terms and Conditions;

“Goods” shall mean the items accepted by the Courier together with any container or packaging supplied by or on behalf of the Consignor;

“Subcontractor” shall include any other person who pursuant to a contract or arrangement with any other person (whether or not the Courier) performs or agrees to perform the Carriage or any part of the Carriage.

2. The Courier is not a common carrier and shall accept no liability as such. All Goods are carried by the Courier subject only to these Terms and Conditions and the Courier reserves the right to accept or refuse the Carriage of Goods for any person at its sole discretion. Any other terms or conditions sought to be imposed on the Courier by the Consignor or Consignee will not form part of the Contract and shall be of no effect.
3. The Consignor undertakes to indemnify the Courier in respect of any loss or damage whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or wilful act or default of the Consignor or others) suffered by the Courier and/or any person (other than the Consignor) who claims to have, who has or may hereafter have any interest in the Goods or any part of the Goods, in connection with the Courier’s performance of the Contract
4. The person delivering the goods to the Courier shall be deemed to be the agent of the

Consignor for the purposes of the Contract and the Consignor hereby warrants to the Courier that such a person is and at all times will be authorised to enter into the Contract on behalf of the Consignor and do all things necessary for the Consignor’s performance of the Contract.

5. Subject only to Clause 13, the Goods are at all times at the risk of the Consignor and not the Courier and the Courier shall not be responsible in tort or contract or bailment or otherwise for any, and the consequences of any, loss of or damage to or deterioration of Goods or mis-delivery or failure to deliver or delay in delivery of Goods either in transit or in storage for any reason whatsoever (including without limiting the foregoing negligence or breach of contract or wilful act or default of the Courier or others). This Clause shall apply to all, and the consequences of all, such loss of or damage to or deterioration of the Goods or mis-delivery or failure to deliver or delay in delivery of Goods, whether or not the same occurs in the course of performance by or on behalf of the Courier of the Contract or in events which are in the contemplation of the Courier and/or the Consignor or in events which are foreseeable by them or either of them or in events which could constitute a fundamental breach of the Contract or a breach of a fundamental term of the Contract.
6. The Courier and any Subcontractor shall be entitled to subcontract on any terms the whole or any part of the Carriage.
7. The Consignor undertakes:
 - [a] that no claim or allegation shall be made, whether by the Consignor or any other person who is or who may hereafter be interested in the Goods against any person (other than the Courier) by whom (whether it is a Subcontractor, principal, employer, servant, agent or otherwise) the Carriage or any part of the Carriage is performed or undertaken which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or wilful act or default of the Courier or others) in connection with the Goods and if any such claim or allegation should nevertheless be made, to

indemnify the Courier and the person against whom such claim or allegation is made against the consequence of it. Without prejudice to the foregoing and for the purpose of this clause, the Courier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this Contract; and

- (b) to indemnify the Courier against any claim or allegation made against it by any person in connection with any loss of or damage to the Goods occurring at any time during the Carriage.
8. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Courier or to which the Courier is entitled hereunder shall also be available and shall extend to protect:
- (a) All Subcontractors;
 - (b) Every servant or agent of the Courier or of a Subcontractor;
 - (c) Every other person [other than the Courier] by whom the Carriage or any part of the Carriage is performed or undertaken;
 - (d) All persons who are or may be vicariously liable for the acts or omissions of any persons falling within sub-Clauses (a), (b) or (c) of this Clause;

and for the purposes of this Clause, the Courier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be parties to this Contract.

9. The Consignee hereby authorises any deviation from the usual route or manner of Carriage of the Goods which may in the sole discretion of the Courier be deemed reasonable and necessary in the circumstances.
10. If the Consignee expressly or impliedly instructs the Courier to use or it is expressly or impliedly agreed that the Courier shall use a particular method of handling or storing the Goods or a particular method of Carriage whether by road, rail, sea or air, the Courier shall give priority to that method but its adoption remains at the sole discretion of the Courier and the Consignor hereby

authorises the Courier to handle, store, carry or have the Goods carried by any other method.

11. The Courier shall use reasonable endeavours to deliver the goods as specified by the Customer. The Courier shall not be bound to deliver the goods except to the consignee shown on the consignment note or in the Courier's electronic gateway or to such other person(s) as may be authorised in writing by the Customer to receive the goods, or to effect delivery in such other manner as specified by the Customer including an "authority to leave".
12. If the Courier is unable to deliver the goods for any reason [including failure on the part of a receiver to take delivery within a reasonable time] the Courier shall be entitled to handle and store the goods at the Customer's risk and 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 additional charges for each call until the delivery is completed.
13. Unless agreed otherwise by the Courier, the Consignee will be deemed to have given the Courier "authority to leave". Where the Goods are deemed or expressed to be on an "authority to leave" basis, if a receiver is in attendance the Courier will attempt to obtain a signature. If a receiver is not available, then the Courier will leave the goods in a place it deems, in its discretion acting reasonably, to be safe to do so and will inform the Consignee accordingly. If the Courier deems it unsafe to leave the Goods, they will be re-directed to a place for collection by the Consignee. No re-delivery will be made without incurring further charges. The Consignor accepts the risk of the goods being left in circumstances where they have not exercised the ability to specify a signature on delivery.
14. Where the Consignee has specified a manner of delivery other than "authority to leave", the Courier shall be deemed to have delivered the Goods to the consignee if the Courier obtains from any person present at the place of delivery confirmation of receipt of the Goods [including a signature on the delivery driver's manifest or scanner], proof of which shall be binding on the Consignor or any other person liable to pay the freight charges.
15. The Courier shall not be liable for any failure or delay in delivering the Goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of the Courier including but not limited to war, strikes, lockouts, industrial disputes or arrest, government restrictions or intervention, transport

delays, fire, act of God, breakdown of any mechanical equipment including any vehicles, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

16. The charges of the Courier shall be considered earned as soon as the Goods are accepted by the Courier for Carriage or as soon as the Courier is ready to load the Goods at the place of acceptance and under no circumstances shall any of the charges of the Courier be refunded.
17. The Courier shall have a lien on the Goods and any documents relating to the Goods and any other goods of the Consignor in the possession of the Courier (or any documents relating to those goods) for all overdue sums payable by the Consignor to the Courier for that purpose and shall have the right to sell any such Goods by public auction or private treaty without notice to the Consignor.
18. The Consignor shall not tender for Carriage any volatile or explosive goods or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to injure any person or damage property whatsoever without presenting a full description disclosing the nature of such goods and in any event shall, to the maximum extent permitted by law, be liable for all death, bodily injury, loss and/or damage caused thereby.
19. If, in the opinion of the Courier, the Goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless by the Courier without compensation to the Consignor and without prejudice to the Courier's right to charges in accordance with this Contract.
20. The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling, storage and carrying of the Goods and that the Goods are packed in a manner to withstand the ordinary risks of Carriage having regard to their nature and hereby indemnifies the Courier for any liability whatsoever and for all costs and expenses incurred as a result of or arising out of the Consignor's breach of this warranty.
21. Notwithstanding any other provision of this Contract the Courier shall continue to be subject to any implied warranty provided by the *Competition and Consumer Act 2010* (CT) as amended if and to the extent that that Act is applicable to this Contract and prevents the exclusion, restriction and modification of any such warranty.

22. Futile charges:

- a. A flat fee of \$50.00 will be applied for any bookings that are not ready and or available for collection at the specified booking time and location, please ensure Goods are packed, addressed and ready for collection at the time a booking is made.

Special Conditions