Broken Hill Freight Centre
86 Pinnacles Place
Broken Hill NSW 2880

TEL: 08 8088 5212
FAX: 08 8088 5955

ALADDIN TRANSPORT 08 8087 8709
FAR WEST TRANSPORT 08 8088 3872
JOHNSTONS TRANSPORT 08 8087 9412
MEGBUY PARCEL SERVICE 08 8088 5764
ROBERTSONS CARRIERS 08 8087 3254
HARVEY TRANSPORT 08 8088 5107

GOODS COVER TERMS & CONDITIONS

Goods Cover

Unless the Customer has elected prior to the commencement of the Carriage that Goods Cover is not to apply to the consignment, the Carrier will provide the Customer a warranty against loss or damage to Goods during the Carriage and while the Goods are in the possession of the Carrier, subject to the limitations and exclusions set out hereunder (the “Goods Cover”).

Goods Cover applies to all goods consigned on each Customers consignment note. Customer cannot elect which consignment the Goods Cover will apply to and the Goods Cover will apply to an account completely or not at all.

Additional Goods Cover can be applied provided that consignment note is marked or a signed application for additional cover is received in our office prior to goods being dispatched.

The Customer must pay to the Carrier the applicable Goods Cover charge for the level of Goods Cover selected.

Goods Cover Claims

Any claim for damage to or loss of Goods must be made in writing on a claim form supplied by the Carrier. Claims must be sent to Broken Hill Freight Centre, Broken Hill, New South Wales, 2880, faxed to 08 8088 5955 or emailed to operations@transportbrokenhill.com

The Customer must notify the Carrier in writing within the following time limits:

(a) Where the Receiver has indicated in writing on the consignment note that loss or damage has occurred in respect of the Goods, within fourteen (14) days from the date of delivery of the Goods to the Delivery Address.
(b) Where the receiver has acknowledged that the Goods has been delivered and received in good order and condition, within twenty four (24) hours from the date of delivery of the Goods to the Delivery Address.
(c) In respect of Claims for non-delivery, within fourteen (14) days after the date of dispatch specified on the consignment note.

The Customer may only make one (1) Claim per consignment note.

The Customer must provide to the Carrier with any Claim, documentary evidence acceptable to the Carrier (for example, receipt, valuation or tax invoice) as proof of value of the goods.

Where the Customer makes a valid Claim and there are outstanding amounts owed by the Customer to the Carrier, the Carrier reserves the right to pay the Claim either directly to the Customer or as a credit to the Customer's account.

Claims will only be paid by the Carrier in respect of any consignment after the Customer has paid all outstanding Freight Charges in respect of that consignment.

Goods Cover Limitations

The Goods Cover is subject to the following limitations:

(a) Claims are limited to loss of or damage to the Goods only. For avoidance of doubt, the Goods Cover does not cover any consequential loss or damage suffered by the customer as a result of loss or damage to the goods.

(b) The maximum amount that may be claimed for the Carrier under the Goods Cover is the lesser of:

- The Goods Cover Limitation Amount (for the avoidance of doubt, where no Goods Cover has been selected by the Customer the Goods Cover Limitation Amount shall be zero); and
- The cost price of the Goods, as supported by documentary evidence acceptable to the Carrier (for example receipt, valuation or tax invoice from the seller of the Goods).

GST, and freight charges relating to the consignment covered by the Goods Cover shall not be included in the calculation of any amount payable under the Goods Cover in respect of the Goods and any payment by the Carrier arising out of any Claim made by the Customer will be exclusive of GST.

(c) Where a claim has been paid in full for goods damaged, the Carrier reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.

Goods Cover Exclusion

The Carrier will not be liable for any Claims made by Customers in any of the following circumstances:

(a) Where the Customer has not selected a level of Goods Cover to apply to the consignment or has not paid the Goods Cover charge;

(b) Where the Customer fails to submit the Claim to the Carrier within the relevant time limits set out above
(c) Where the Carrier is in possession of an unendorsed proof of delivery form for the consignment;
(d) Where the Goods consigned are Excluded Goods;

"Excluded Goods" mean each of the following items: currency; negotiable instruments; jewellery; gemstones; wrought or unwrought metals; antiques; securities; drugs; weapons; living animals or plants; household and personal effects; second hand goods; cigarettes; tobacco and tobacco products; and any valuable documents;

(e) Where the Carrier in its reasonable opinion considers the packaging of the Goods to be inadequate for road transportation;
(f) Where the Goods are determined by the Carrier to have been defective prior to the Carriage;
(g) Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of the Carrier, have been caused by the Carriage;
(h) Where the Carrier fails, delays or is unable to carry out its obligations under this contract due to strikes and/or lockouts (wether of the Carrier's own employees or those of others and whether or not the Carrier could have avoided the same by acceding to the demands of the employees responsible for such actions) acts of God, war, terrorism, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof any other cause beyond the control of the Carrier;
(i) Where the Carrier has not been responsible for the total Carriage of the Goods to Delivery Address;
(j) Where the Goods have not been packaged in the original manufacturer's packaging or the equivalent;
(k) Where the Delivery Address is a post office box, a roadside drop or postal mail box.

Amendments to Terms and Conditions of Contract

The Carrier reserves the right to amend these terms and conditions of the contract from time to time, without prior notice to the Customer.