



JAY CEE ESS
GLOBAL

PTY LTD
TERMS AND CONDITIONS

1. Definitions

"Abandoned Goods" means vehicles which have not been accepted for delivery and remain in Our possession for 28 days after the date of arrival at the delivery destination, or in the case of Vehicle storage Services, 28 days after the end of the storage term.

"Chain of Responsibility Laws" means the National Heavy Vehicle Law and regulations or any laws of Australia that relate to road transport, including but not limited to a law or regulation relating to transport of Dangerous Goods, fatigue management, speeding, speed limiting, maintenance, load restraint, mass or dimension.

"Charges" means Our quoted Charges for the Services calculated under Our rates schedule or other agreed rates, taxes, duties and government Charges levied on the Services and any other amounts under clauses 3.2, 5, 6.3, 6.4 and 6.5.

"Dangerous Goods" mean any articles or substances which are, or may become a risk to health, safety, property, or the environment as defined in the Australian Dangerous Goods Code current as at the date of the Services Agreement (but not substances located in the fuel tank of a Vehicle, including petrol, diesel, and LP gas).

"Fair, Wear and Tear" is considered to be damage or deterioration resulting from normal use and exposure, not a result of impact damage from transportation. We consider a certain type of damage to a vehicle to be fair wear and tear as a result of continued use.

"Force Majeure Event" means circumstances outside Our reasonable control causing delays or inability, wholly or in part, to perform any obligations under this Agreement; including without limitation, fire, storm (including hail), flood, earthquake, wildlife impact, explosion, accident, road or rail closures, road works, breakdown of equipment or infrastructure, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labor dispute or shortage, act or omission of any third party, person or public authority.

"Goods" means any items packed in Your Vehicle.

"Goods in Car Policy" means Our policy of this name

"Hidden Defect" means a defect or fault in a Vehicle that is not visible at the time of inspection for the purpose of issuing Our Vehicle Condition Report, and which is the cause of or contributes to any damage, deterioration, or wastage to a Vehicle.

"Modifications" has the meaning given in clause 6.3(e)(i).

"Service Period" means the period commencing when You sign or are otherwise deemed to have accepted the Vehicle Condition Report/Service Agreement and ending on the delivery or handover of the Vehicle. "Services" means the agreed operations and Services to be performed by Us.

"Services Agreement" means the Agreement (inclusive of any booking confirmation, pricing schedule or schedule of particulars) between Us and You in relation to the provision of the Services.

"Us", "We", "Our" means Jay Cee Ess Global Pty. Ltd. ABN 67 623 141 005 and its related bodies corporate, (as defined in the Corporations Act 2001 (Cth)).

"Vehicle(s)" means the car(s), motorcycle(s), trailer(s), caravan(s), boat(s), camper(s), jetski(s), machinery, equipment or item(s) picked up or accepted from You or on Your behalf.

"You", "Your" means the customer (or their nominated representative or authorised agent) contracting with Us on the terms of the Services Agreement.

2. This contract is between you and us, JAY CEE ESS GLOBAL PTY LTD

- 2.1 In this Contract, you are our customer, i.e., the person at whose request or on whose behalf JAY CEE ESS GLOBAL PTY LTD provides the Services to. This Contract states the terms on which we will supply services to you.
- 2.2 JAY CEE ESS GLOBAL PTY LTD is not a common carrier and accepts no liability as such. We reserve the right to agree or to refuse to contract with the customer in its absolute discretion
- 2.3 The terms of this Contract cannot be waived or varied.
- 2.4 By cargo we mean:
 - 2.4.1 Cars, Light Commercials, Heavy Commercials, towable cargo, Motor Bikes, Boats or Caravans, containers, trucks, pallets and machinery.
- 2.5 By services we mean all services supplied to you in any capacity, including as forwarding agent, shipping agent, forwarder, storer, carrier, or bailee.
- 2.6 We, and any subcontractor, may subcontract part or all of our obligations on any terms.
- 2.7 You agree that:
 - 2.7.1 Our employees, agents and subcontractors and their employees, agents and subcontractors have the benefit of this Contract (paragraphs 4.2, 5.4 and 9) as if they were parties to it; and
- 2.8 We hold that benefit on trust for them and can, if requested by them, enforce it on their behalf.
3. **If you are a consumer**

If you are a consumer as defined in the Trade Practices Act, this Contract does not affect any rights you may have as a result of that Act.
4. **You must pay if no one else does**
 - 4.1 Our charges are earned as soon as we collect the vehicles from you, or from the address nominated by you.
 - 4.2 You must pay the charges relating to the transport of the vehicles (including extended warranty – see paragraph 9) unless the sender (where you are not also the sender) or the receiver pays them. If another person is nominated on the front of this Contract as paying the charges, you promise that person will pay.

- 4.3 You are obliged to pay within agreed payment terms, i.e.
- 4.4 Casual Customers – Prepaid; or
- 4.5 Approved account customers - within terms agreed when your account is approved..
- 4.6 In addition to freight, we will charge you for:
- 4.7 Any additional expenses we incur as a result of any incorrect declaration by you of the size, quantity, description or modifications to the standard of the vehicles e.g. roof racks, bull bars, lowered suspensions etc.
- 4.8 Any storage charges or other charges or expenses we incur in relation to the vehicles.
- 4.9 We are entitled to retain and be paid all allowances and remuneration paid including those customarily paid by or to forwarding agents, shipping agents, forwarders, storers, carriers or bailees.
- 4.10 a.) Any alteration of cargo collection address or delivery address requires 3 working days prior notice. Failure of notification will lead to additional fees to cover the full value of the original booking charge plus any additional costs we incur as a result of changes to the collection address and or delivery address.
- 4.11 b.) Cancellation or refund is only possible if you notify us prior to the vehicle being in transit and will attract a \$330 (GST inclusive) processing fee.
5. **Customer Promises**
 - 5.1 Your promises are important because if they are incorrect, we may, for example, be fined for unlawfully transporting the vehicles, or the items may not be covered under JAY CEE ESS GLOBAL PTY LTD extended warranty (eg. personal effects).
 - 5.2 You promise us and the persons referred to in paragraph 1.7 that:
 - 5.3 You alone own the vehicles, or if there are other owners you act as their agent, and they agree to handling, transport and storage of the vehicles on the terms of this contract;
 - 5.4 You will indemnify us as soon as we receive any written notice of claim in connection with this contract or the handling, transport or storage of the cargo from any person other than you (including the sender where you are not also the sender);
 - 5.5 The cargo presented to withstand handling, transport and storage.
 - 5.6 All information You have provided to Us is accurate and true and that You will provide Us with any further information We reasonably require for the purpose of providing the Services to You;
 - 5.7 With the exception of any Goods permitted under our Goods in Car Policy, any other Goods (including without limitation accessories (other than permanently factory fitted accessories), aerials, personal items and effects) have been removed from the Vehicle;
 - 5.8 all Goods are carried at Your risk at all times, and We exclude all liability for any loss or damage caused to them including any loss or damage arising from our negligence;
 - 5.9 the Vehicle:
 - 5.9.1 can be safely handled and transported;
 - 5.9.2 can be moved under its own power;
 - 5.9.3 has working brakes, windows are intact and there are no loose panels; and
 - 5.9.4 has a minimum ground clearance of 15 centimeters (unless otherwise agreed in writing);
 - 5.10 You will comply with all applicable Chain of Responsibility Laws;
 - 5.11 You will comply with any directions, procedures or policies advised or notified by Us or Our associates to You or Your associates with respect to packing, loading or unloading of the Vehicle or entry into, use of or egress from a site; and
 - 5.12 You will ensure that any Goods in the Vehicle comply with the terms Our Goods in Car Policy and these Terms and Conditions
 - 5.13 You have complied with all laws in connection with the vehicle(s) to ensure that they can be lawfully handled, transported and stored.
 - 5.14 You have not asked us to handle, transport or store the cargo in any way that could be unlawful.
 - 5.15 You will not sue any person referred to in paragraph 1.7 for anything arising in connection with this contract or the handling, transport or storage of the cargo; and
 - 5.16 You will indemnify us for any loss or damage caused to any person, including property damage, as a result of your breach of this contract.
 - 5.17 It is agreed that the indemnities in this paragraph will operate irrespective of whether any loss or damage arises from a willful, deliberate or unauthorized act or omission by us or by any of the persons referred to in paragraph 1.7.
6. **Dangerous Goods**
 - 6.1 Dangerous goods cannot be accepted for transportation.
 - 6.2 Goods are dangerous if they are classified by either the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code or if they might injure or damage people, property or the environment. They include goods that are or may become poisonous, corrosive, volatile, explosive, flammable or radioactive but exclude goods that are inherently part of that vehicle e.g., petrol in the tank or LP Gas connected to the vehicle.
 - 6.3 You promise that no dangerous goods have been placed in the cargo.
 - 6.4 Whether or not you have told us that any goods are dangerous, you agree that if we, or if any of the persons referred to in paragraph 1.7, consider on reasonable grounds that the goods may cause injury or damage, we or any of them can, at your cost do anything appropriate, including disposing of or destroying them. We will not be liable to you for any loss or damage you may incur by reason of our actions under this paragraph. You will always bear all risk of loss of or damage to, arising in connection with dangerous goods.
 - 6.5 You will be liable for any loss or damage caused to our property or other parties' properties as a result of or in connection with your actions to dangerous goods under this paragraph.
7. **You give us authority to:**
 - 7.1 Provide the services by any method that we in absolute discretion deem fit notwithstanding any instructions of the customer that the services are to be supplied by another method.
 - 7.2 Deviate from any usual route of transport or place of storage;
 - 7.3 Claim a general or lien over the vehicles, and any documents relating to them, for outstanding payments relating to the cargo which are to be, handled, transported or stored on your behalf.
 - 7.4 Where goods are stored by the company for the customer, and they are uncollected for whatever reason they may be sold or returned at the company's option at any time after the expiration of 21 days from a notice sent to the customer at the address which the customer gave the company. All costs, charges and expenses incurred by the company and arising in connection with the storage, sale or return of the goods shall be paid by the customer and may be deducted from the proceeds of the sale of the goods.
 - 7.5 If the sale of the goods does not provide sufficient funds to discharge all liabilities of the customer to the company, the customer acknowledges that it is not released from the remainder of the liability to the company merely by the sale of the goods.
 - 7.6 The company sells or otherwise disposes of such goods as principal and not as agent and is not trustee of the power of sale.
 - 7.7 Sell any cargo held by us for outstanding payments by public auction or private sale without any notice to you; and
 - 7.8 Allow us to deduct or set off from any payment due to you and outstanding amount or payment that you have owing to us.

8. **Delivery**
- 8.1 We will attempt to deliver to the address nominated by you. Delivery is deemed completed when we receive a signed receipt or delivery docket.
- 8.2 If that address is unattended, delivery is deemed to have occurred.
- 8.3 If the address is inaccessible by our trucks you will need to meet the driver at an agreed location close by
- 8.4 If the address of delivery is unattended and we elect to re-deliver vehicles to you, we will charge you for the costs of the re-delivery including any storage costs we may incur.
9. **Notify promptly if you have an insurance claim.**
- 9.1 If you believe we are liable to you, you must:
- 9.2 Make a note on your consignment note at the time of delivery.
- 9.3 Notify us immediately; and
- 9.4 Send your written insurance claim request to us within 2 days. If we do not receive a written claim request from you within that time, we will have no liability to you. Notwithstanding your insurance claim request, you remain liable to pay our charges under this contract.
- 9.5 Not repair your cargo unless otherwise authorized by us.
- 9.6 We will have no liability to you, even if you give us a written notice within that time, if you do not commence legal proceedings against us within 6 months after the date of delivery.
10. **Insurance**
- 10.1 All cargo transported by us are insured as referred below.
- 10.2 If we have agreed to the extended warranty for the vehicle, then our liability to you is limited to the amount of the insurance as stated.
- 10.3 The warranty is only for physical loss or damage. An additional charge will be levied for the extended warranty as follows:
- 10.4 Our insurance policy has a \$1000 excess payable by you should you wish to make a claim for cargo up to \$80000. For cargo over \$80000 excess is \$1500
11. **WARRANTY**
- 11.1 Jay Cee Ess Global Pty Ltd warrants:
- 11.2 To deliver the cargo to the location identified in this consignment note in the same condition that the vehicle was delivered to Jay Cee Ess Global Pty Ltd. You agree that Jay Cee Ess Global Pty Ltd will not be liable for the condition of the cargo if that cargo has not been collected from Jay Cee Ess Global Pty Ltd within 30 days of delivery; and
- 11.3 That if the cargo is stolen and not recovered within a reasonable time or totally written-off Jay Cee Ess Global Pty Ltd will pay the market value of the cargo or, if the cargo is damaged, the cost of repairs of the cargo, up to the chosen limit of liability. If the cargo has been stolen or deemed to be totally written-off and payment is made, you agree that Jay Cee Ess Global Pty Ltd shall have the full salvage rights to that vehicle or if that cargo is later found Jay Cee Ess Global Pty Ltd shall have full ownership rights over that cargo.
- 11.4 EXCLUDING:
- 11.5 (a) Pre-existing damage (b) Hail damage (c) Insect damage (d) Bird or bat droppings (e) Isolated stone chips (f) Loss or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle (g) Loss or damage to the vehicle other than whilst in the care, custody and control of JAY CEE ESS GLOBAL PTY LTD (h) Mechanical or electrical derangement (i) Force Majeure Event and (j) transport other than by road ie. sea, rail. (k) Rust/erosion/corrosion (l) Damage or loss caused by bio-security cleaning (m) Damage or loss caused by Quarantine treatments such as but not limited to heat treatment, steam cleaning or fumigation (n) vehicle damage with a ground clearance below 150mm (o) Damage or loss to inner cargo
- 11.6 INSURANCE CLAIM: To be submitted within (2) days of delivery in writing to operations@jcsjglobal.com.au.
- 11.7 PAYMENT REQUESTS:
- 11.7.1 If you make an insurance claim in accordance with clause 9, we will investigate and at our discretion we will either:
- 11.7.1.1 Undertake such repairs ourselves through our repairers, with all costs borne by us, Or
- 11.7.1.2 Settle the claim directly with yourself for such amount as determined by that investigation.
12. **Customer Liabilities**
- 12.1 Services are supplied at your risk. You:
- 12.1.1 Bear all risk of loss or damage to the cargo, unless we have agreed to the extended warranty for the vehicle, in which case we are liable to pay you only up to the limit of the extended warranty; and
- 12.1.2 Always bear all risk of loss or damage arising in connection with the cargo.
- 12.2 We and the persons referred to in paragraph 1.7 are not liable for any delay, loss, or damage arising from the supply of or failure to supply services for any reason whatsoever including breach of contract, negligence, breach of duty as bailee, or our willful act or default.
- 12.3 We, and the persons referred to in paragraph 1.7 have the benefit of these exclusions and limitations of liability even if any loss or damage arises for any reason whatsoever including breach of contract, negligence, breach of duty as bailee, or our willful act or default.
- 12.4 Clauses 9.1 to 9.3 also apply in respect of the insurance claims for consequential losses, including loss of profits.
13. **Force Majeure Event**
- 13.1 If a party is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure Event affecting that party, then that party's obligation to perform in accordance with this Contract (except where there is an obligation to pay for the service has already rendered) will be suspended for the duration of the delay arising out of the Force Majeure Event.
- 13.2 As soon as possible after a Force Majeure Event arises, the party affected by it must, if it has not already done so, notify the other party of the Force Majeure Event and the extent to which the notifying party is unable to perform its obligations under this Contract.
- 13.3 For the purposes of this clause a "Force Majeure Event" means anything outside that party's reasonable control, including without limitation, fire, flood, drought, hail, storm, lightning, act of God, peril of sea or air, explosion, sabotage, accident, embargo, labor dispute or shortage, civil commotion and act of war.
14. **Surveying Cargo**
- 14.1 Shipping Lines, Port Terminals, the Company's Agents, Sub-Contractors and other Authorised Representatives measure cargo in which our freight rates are based. The Company accepts no responsibility for any change in the dimensions as a result of a cargo being surveyed or the change in transport costs for under-declared cargo. The difference in transport costs will remain payable.
- 14.2 If the Customer disagrees with any dimensions provided and/or deviation from the information provided to us, shall contact the Company for clarification.
- 14.3 Remeasurements can be arranged. Each Shipping Line, Port Terminal, Agent, Sub-Contractor and Authorised Representative has different policies on this. Some charge for a Surveyor while others allow this for free, others only allow remeasurement prior to discharge at the Terminal and/or depot.
- 14.4 Electric Vehicles (EV's) and vehicles travelling with Lithium Batteries are not accepted by all Shipping Lines.
- 14.5 Hydrogen powered vehicles are treated in the same manner with supporting documentation as to safety and operation being required along with Fuel Cell Pressure Certification.
- 14.6 The Company will work with the Customer to appropriately allocate freight to suitable Shipping Line's vessels. Operating manuals and supporting documentation may be requested prior to transport.
15. **Quarantine Requirements**
- 15.1. All vehicles/cargo entering Western Australia (WA) and Tasmania (TAS) will undergo a Quarantine Risk Inspection to identify items such as soil, hay, plants, flowers, seeds, nuts, insects, food products including fruit and vegetables and perishables packaging. This is a legal requirement.
- 15.2. All cargo must be completely clean inside, outside and underneath prior to collection.
- 15.3. Please remember to check – seat covers, carpet, floor mats, boot and spare tyre, tyre rims, wheel arches, mudflaps, toolboxes and mounts, radiator grill, engine bay, steps & running boards, chassis rails
- 15.4. Cargo that requires cleaning prior to quarantine inspection will be charged directly to the customer and is payable before re-delivery.
- 15.5. Failure to comply with quarantine directions may result in your cargo placed under a quarantine order re-quiring it to go to a registered cleaning station to be cleaned to the required relevant state regulations. You will be required to pay for all associated costs that arise from this order, which includes but is not limited to quarantine inspector fees, cleaning, re-inspection, and redelivery of your cargo.
- 15.6. Quarantine regulations and costs vary from state to state and by cargo type.
16. **Sub Contractors**
- 16.1. The company as an agent for the customer, may contract either in its own name as principal or agent for the customer with any sub contractor for the carriage, movement, transport or storage of the cargo or for the performance of all or any part of the services pursuant to or ancillary to the trading terms.
- 16.2. Any such contract may be made upon the terms of the contract used by the sub – contractor with whom the company may contract for the services and may be made upon the terms and subject to the conditions of special contract which the sub-contractor may in any particular case require, including in every term that the sub-contractor may employ any person, firm or company for performance of the services so contracted for.