



BassIslandLine

TERMS AND CONDITIONS OF CARRIAGE (CONDITIONS)

These Conditions are not negotiable. Shipping space must be prebooked.

These Conditions apply to all Services provided by Bass Island Line Pty Ltd (**BIL**) notwithstanding any terms appearing in documentation provided by or on behalf of you, the person who delivers the Goods to BIL, or any other person. Please note that BIL will use third party carriers for transshipment services between Devonport and Melbourne and vice versa. BIL is not a common carrier and does not carry the cargo under the conditions of a common carrier. BIL reserves the right at its discretion not to carry any Goods.

BIL may appoint an agent to represent it in relation to the provision of the Services, may subcontract the whole or any part of the Services and as noted above will use third party carriers as required.

The Customer is deemed to accept these Conditions upon the Goods being given to, collected by or made available to BIL for transportation by any person.

GENERAL CONDITIONS

1. DEFINITIONS

In these Conditions unless the contrary intention appears, words importing the singular or plural number shall include the plural or singular number as the case may be:

Abandoned Goods means Goods which have not been accepted for Delivery or which have remained in BIL's possession for 30 days after being available for Delivery or collection.

Authorities means anyone who administers any Laws or who has power to give directions to BIL including persons responsible for environmental, safety and transport rules and emergency services.

BIL means Bass Island Line Pty Limited ABN 67 617 438 847, ACN 617 438 847.

Charges means the charges claimed by BIL for the Services as set out in the Invoice delivered to the Customer which will be based on BIL's Tariff, unless a specific quote has been given to the Customer, plus all Surcharges. Unless otherwise stated, BIL's Tariff, Surcharges and quotes exclude GST.

Conditions means these Terms and Conditions of Carriage.

Consignment Note means a document prepared in accordance with the template appearing on the BIL website (www.bassislandline.com.au), with all relevant information inserted (including without limitation the information the Customer is required to provide in accordance with these Conditions) and signed for and on behalf of BIL. For a clarity, a Consignment Note will not be valid unless it has been signed for and on behalf of BIL.

Container means any container, trailer, mobile unit whether under its own power or not, transportable tank, pallet, flat rack, bolster or any device used to consolidate and carry cargo.

Contract means the agreement resulting from the acceptance by BIL of the Goods for transportation or storage, as recorded in a valid Consignment Note, and is deemed to include these Conditions, the terms published on the face of the Consignment Note, the applicable Tariff, any application for credit by a Customer, and any variations agreed to in writing by BIL and the Customer.

Customer includes: the owner of the Goods; the person at whose request or on whose behalf BIL provides the Services; any person claiming through them or acting on their behalf; and anyone enjoying the benefit (whether directly or indirectly) of any part of the Services whether as principal, employee or agent, as the case may be, including any consignor (sender), consignee (receiver) or shipper; and/or person responsible for paying for the Services or nominated as the payer under the Contract, and these Conditions apply to and bind those persons jointly and severally.

DG Code means the Australian Code for the Transport of Dangerous Goods by Road and Rail and the International Maritime Dangerous Goods Code, as applicable to the carriage of the Goods and as varied from time to time.

Dangerous Goods means dangerous goods as defined in the DG Code and any Goods which are, or which may become, dangerous, volatile, explosive, inflammable, radioactive, hazardous or offensive, or which may become harmful to any person, property or the environment whatsoever.

Delivery means delivery of the Goods to or on behalf of the Customer or to a person BIL reasonably believes to be the Customer or to its premises or the Goods being available for collection by the Customer.

Goods means the cargo (including live cargo) described on the Consignment Note and includes any packaging or Container that is not supplied to the Customer by or on behalf of BIL.

Invoice means a tax invoice.

Laws means all laws including subordinate or delegated legislation or statutory instruments applicable to the Goods, the Services and the performance of this Contract, and includes without limitation the Marine Orders and the DG Code.

Marine Orders means Marine Orders signed by the Chief Executive Officer of Australian Maritime Safety Authority in force from time to time.

Out of gauge means Goods that cannot be easily loaded into a twenty foot container or do not fit within the standard dimensions of a trailer or pallet.

Services mean the whole of the services performed or to be performed by BIL pursuant to these Conditions and includes the receipt of the Goods by BIL and transportation of the Goods to and the delivery thereof and includes any or all incidental handling which BIL or its agents may perform at the owners request or may deem expedient to effect in relation to cargo while it is in the possession of BIL or any such agent. Without limiting the generality thereof 'incidental handling' shall mean or include anything done or to be done to or in relation to any Goods including moving it to or from or storing it at any warehouse, terminal, wharf, platform or other place, loading it to or from any vessel, vehicle rail car or other conveyance, transshipping and other handling operation of any description whatsoever.

Subcontractor means any person, and its officers, employees and agents, who pursuant to any arrangement with BIL or any other person provides or agrees to provide the Services or any part of the Services.

Surcharges means, without limitation, road levies, port fees, customs duty, excise duty, wharf storage charges, AQIS fees, bond charges, ancillary charges relating to refrigerated containers, hazardous goods and Container detention or demurrage charges, increased costs attributable to the impact of any greenhouse gas emissions or clean energy laws, carbon pricing mechanism, changes in diesel fuel rebate and additional fuel charges and any other costs incurred by BIL in providing the Services which BIL pays or may become liable to pay in relation to the Goods or the Services and which were not included in the quote for the Services, were not included in the Tariff at the time of provision of the Services or have varied since then.

Tariff means BIL's current charges or standard rates at the time of provision of the relevant Services, as published on the BIL website (www.bassislandline.com.au).

TasPorts means Tasmanian Ports Corporation Pty Limited or a related body corporate.

Temperature Controlled Goods means Goods that require temperature control.

2. APPLICATION

2.1. BIL is not a common carrier and accepts no liability as such. Goods are carried at the risk of the Customer. BIL reserves the right to agree or to refuse to contract with the Customer at BIL's absolute discretion.

2.2. BIL is not, and will not be deemed to be, a consignor, receiver or shipper and accepts no liability as such. The Customer authorises BIL to name the Customer or another person as the consignor, receiver or shipper in any documentation where applicable.

2.3. All Services are provided by BIL subject only to, and on the terms of, the Contract.

2.4. Provision of the Services is subject to the availability of shipping space and transit times may vary from quoted times.

2.5. Where there is an increase in the costs to BIL of supplying the Services between the time of a quote for the Services and the provision of the Services, the Customer will pay that increase as part of the Charges.

2.6. In the event of and to the extent of any inconsistency between these Conditions and any other terms forming part of this Contract, these Conditions prevail.

2.7. BIL and the Customer acknowledge and agree that under applicable Laws (including the Australian Consumer Law, comprising Schedule 2 of the *Competition and Consumer Act 2010*), certain conditions and warranties may be implied in the Contract and rights and remedies may be conferred on the Customer which cannot be excluded, restricted or modified by agreement (the non-excludable rights). Notwithstanding any clause in these Conditions, the non-excludable rights are not excluded, restricted or modified by these Conditions except to the extent permitted by Law.

2.8. BIL will not be bound by anything purporting to waive or vary the Contract unless such waiver or variation is in writing and signed by a duly authorised officer of BIL.

3. CUSTOMER'S WARRANTIES

The Customer warrants and agrees that:

- 3.1. it is either the owner of the Goods or is the authorised agent of the person owning or entitled to possession of the Goods and enters into the Contract on its own behalf or as authorised agent of the aforementioned person;
- 3.2. the Goods are fit for shipping, whether by sea, road or rail, in accordance with good shipping practices and as specified by any relevant Laws including the DG Code and Marine Orders and are packed to withstand the ordinary risks of the Services having regard to the nature of the Goods;
- 3.3. any Container used by the Customer to facilitate carriage and/or storage of the Goods is in good condition and all Goods packed in or placed on the Container (whichever applicable) have been properly secured and in accordance with the IMO Code of Safe Practice for Cargo Stowage and Securing and the Load Restraint Guide issued by the Australian National Transport Commission, as varied from time to time;
- 3.4. the contact details of the consignor, receiver and shipper of the Goods have been fully, accurately and legibly entered where required on any Consignment Note prepared by or for the Customer;
- 3.5. the Consignment Note contains an accurate and complete description of the Goods and all necessary instructions and information regarding handling, care and control of the Goods, including the equipment used to secure the load, the weight of the Goods and the contents of the Goods;
- 3.6. it will provide BIL with an accurate gross mass of each packed Container, in accordance with the relevant Marine Orders and on the understanding that BIL and Subcontractors will rely on the accuracy and timeliness of such gross mass information;
- 3.7. it has complied with and will comply with all relevant Laws relating to the nature, condition, packaging, handling, labelling, storage and carriage of the Goods (including the DG Code and Marine Orders) and it will provide all necessary assistance, information and documentation to enable BIL and its agents to comply with the Laws;
- 3.8. it will not ask BIL to provide any Services in relation to any Dangerous Goods or Temperature Controlled Goods without presenting a full description of the Goods and disclosing their nature, and, where relevant, information relating to the care of such Goods (without imposing any liability on BIL to take such care) and agrees to pay additional charges relating to such Goods if reasonably requested by BIL to take into account their nature;
- 3.9. the transportation of goods is inherently risky and the Customer will therefore arrange appropriate insurance in relation to the loss of or damage to the Goods and any failure to perform the Services (noting that BIL would not agree to provide the Services in the absence of this warranty);
- 3.10. it will indemnify, defend and hold BIL harmless for any expenses, loss, damage or liabilities incurred by, or any claim (including a claim for death of or bodily injury to a person) made against, BIL that is caused by a negligent act or omission of the Customer in relation to the Goods or a breach of this clause 3.

4. BIL'S RIGHTS

- 4.1. BIL reserves the right at any time to substitute one vessel for another, to abandon or alter any voyage either before the commencement thereof or at any time during the course thereof, to dispatch the vessel before or after the date or hour advertised for its sailing from any port to deviate from any advertised route for any purpose for bunkering or receiving or delivering Goods whether in connection with the present, prior or future voyage.
- 4.2. BIL may provide the Services by any method, which BIL in its absolute discretion deems, fit notwithstanding any instructions of the Customer that the Services are to be supplied by another method.
- 4.3. BIL and its agents are at liberty to ship all Goods in the order in which it arrives at the vessel without reference to the time when the Goods were booked and BIL and its agents are not bound to carry any of the said Goods on any particular day or on any particular vessel or to carry all of the Goods on the same vessel.
- 4.4. BIL shall not be liable for any loss of or damage (including concealed damage, deterioration, contamination and evaporation) to Goods, or failure to forward, delay in forwarding or misdelivery, non-delivery or delay in delivery of any Goods or any consequential loss therefrom howsoever caused, whether arising by misconduct or negligence of BIL or otherwise.
- 4.5. If BIL is given any directions or recommendations from Authorities in relation to the Goods and/or the provision of the Services, or if, in the opinion of BIL, the Goods are or are liable to become Dangerous Goods, BIL may refuse to provide the Services, and may at any time open any Goods and destroy, dispose of, abandon or render harmless the Goods at the risk and expense of the Customer and without compensation to the Customer or any other person.
- 4.6. If the Customer fails to accept Delivery, BIL may store the Goods as it deems fit without any liability for them at the risk and expense of the Customer.
- 4.7. If, in the opinion of BIL, the Goods do not meet the requirements of any Laws relating to the Goods or the Services, or are unsuitable to be handled by BIL using the equipment and operating procedures normally employed by BIL in providing the Services, or the Goods (if self-propelled) break down, BIL in its absolute discretion may:
 - a) refuse to provide the Services in respect of the Goods or any part of them; or
 - b) take whatever measures it deems necessary, at the risk and expense of the Customer, to cause the Goods to comply with the requirements of all such Laws or to move or handle or make the Goods suitable to be moved or handled by BIL.

4.8. If, in the opinion of BIL, it is necessary and reasonable to do so, BIL may open any Goods or documents without incurring any liability to the Customer for any loss occasioned by that action.

4.9. BIL may subcontract on any terms the whole or part of the Services and does so in reliance upon an undertaking from the Customer that no claim shall be made against any:

- a) employee, agent or Subcontractor;
- b) employee or agent of a Subcontractor;
- c) other person responsible for providing any of the Services; or
- d) vessel involved in providing the Services,

which imposes or attempts to impose upon any such person or vessel any liability whatsoever, including any liability arising from any negligence in connection with Goods. If any such claim is made in breach of this clause 4.9, the Customer will indemnify, defend and hold BIL harmless against all consequences thereof.

4.10. Without prejudice to the provisions of clause 4.9, every person referred to in clause 4.9 (**person**) shall have the benefit of every exemption from liability, defence, limitation, condition and liberty contained in these Conditions, as if such provisions were expressly for their benefit. In entering into any Contract, BIL does so not only on its own behalf but also as an agent for each person, each of whom is or shall be deemed to be parties to the Contract.

5. BIL'S LIABILITIES

5.1 Every exemption, limitation, condition, right, defence and immunity available to BIL will be available and will extend to protect its officers, employees, agents and Subcontractors and any person who is or may be liable for the acts or omissions of BIL or a Subcontractor and BIL holds the benefit of these Conditions for them.

5.2. BIL accepts no responsibility for the accuracy of any part of any description of, or any declaration in relation to, the Goods on any document to which the Services relate but may amend or include details where they are incorrect or omitted, without liability to BIL.

5.3. Except as provided in clause 5.4, BIL is not liable, nor will the Customer hold BIL or its officers, employees, agents or Subcontractors liable, in tort, bailment, contract, pursuant to statute or otherwise howsoever for any damage or costs or losses (including, without limitation, consequential losses, loss of business, lost profits or production, loss of opportunity or anticipated savings, indirect or economic loss in any case whether foreseeable or not) incurred by the Customer or any other person arising out of or in connection with:

- a) any breach by the Customer of any warranty in the Contract;
- b) any loss, damage or destruction of the Goods or part thereof (including concealed damage, deterioration, contamination or evaporation of the Goods) howsoever arising;
- c) delays to the delivery, misdelivery of, or failure to deliver, the Goods;
- d) the provision of the Services or a failure to provide the Services in whole or in part; or
- e) any act or omission of BIL or its employees, agents or Subcontractors, or any other breach of the Contract, (all of the above a) to e) inclusive being **incidents**).

5.4. Subject to clause 2.7, the aggregate liability of BIL for any incidents is limited to supplying the Services again or to the payment of the cost of having the Services supplied again.

5.5. Any claim for loss of or damage to the Goods or relating to performance of the Services must be notified in writing to BIL within 7 days of the Customer becoming aware of the loss or damage.

5.6. In any event, BIL will be discharged from all liability whatsoever unless proceedings are brought within 6 months of: the provision of the Services, Delivery, when the Services should have been provided, or when the Goods should have been delivered (whichever is the earliest).

5.7. All rights, immunities, indemnities and limitations of liability in these Conditions will continue to have full force in all circumstances notwithstanding any breach of these Conditions by BIL or any other person entitled to the benefit of such provisions.

5.8 The provisions of this clause survive the termination of the Contract.

6. CUSTOMER'S ACKNOWLEDGMENT & INDEMNITIES

6.1. Irrespective of the negligence, breach of contract or wilful act or default of BIL or others, the Customer will indemnify, defend and hold harmless BIL, its officers, employees, agents and Subcontractors (all, **Indemnified Persons**) on demand in all circumstances in respect of any loss, damage, costs, civil penalties, claims or liabilities to which any Indemnified Person may or may have become exposed arising from or in connection with the Services or the carriage of the Goods, whether the Customer or someone else makes a claim arising in connection with the Services and/or in respect of the Goods.

6.2. The Customer shall indemnify and keep indemnified the Indemnified Persons on demand against any claims or liability for the injury or death of any person, or loss or damage to property, in connection with the Services or the Carriage of Goods.

6.3. The Customer acknowledges and agrees that the carriage of the Goods is at the risk of the Customer.

6.4. The Customer acknowledges and agrees that BIL shall not be liable for any loss or damage to or failure to deliver (including delays in delivery) the Goods.

6.5. The provisions of this clause survive the termination of the Contract.

7. ADVICE & INFORMATION

7.1. In giving any quotation, advice, representation or information (all, **advice**) BIL relies solely on the particulars provided by the Customer in relation to the Goods and the Services and will not be liable in tort, bailment, contract, pursuant to statute or otherwise howsoever if the advice is incorrect for any reason whatsoever.

8. IDENTIFICATION OF GOODS

8.1 The Customer warrants and agrees that it is solely responsible for ensuring that marks, weight, measurement, contents, numbers, value, quality and conditions of Goods are verified by BIL at the point of delivery and that BIL will rely on such information for the Services.

8.2 The Customer warrants and agrees that the description of particulars of the Goods and the declaration of weight which appears on the Consignment Note are as furnished by the Customer and are true and correct and certify the transporting unit is not packed in excess of maximum gross weight.

9. CONTAINERS SUPPLIED BY BIL

9.1. In instances where a Container is supplied to the Customer by BIL or a Subcontractor, it is the responsibility of the Customer to inspect the Container before packing, filling or loading it with Goods, and the use of the Container by the Customer shall be prima facie evidence of the Container being of sound condition and suitable for use.

9.2. The Customer is responsible for the return of any Container to the person who owns or has the right to possession of the Container or its agent and the Customer will indemnify, defend and hold BIL harmless against any claims or liabilities (including liability for container demurrage or detention), which may arise as a result of any delay or a failure by the Customer to do so.

9.3. The Customer is responsible for the safe and proper stowage of the Goods in or on any Container.

10. BREACH AND TERMINATION

10.1. BIL may terminate the Contract immediately by written notice to the Customer if the Customer:

- a) commits a breach of the Contract and, where capable of remedy, the Customer fails to remedy the breach within 5 days after written notice of the breach has been given by BIL;
- b) fails to pay any Invoice in accordance with clause 11; or
- c) is or becomes insolvent.

10.2. The termination of the Contract does not affect any rights or obligations of the parties which have accrued before the date of termination.

11. CHARGES & PAYMENT

11.1. The Customer (if more than one entity) will be jointly and severally liable for payment of the Charges plus GST.

11.2. The Charges must be paid in full within 14 days of the date of the Invoice issued by BIL without discount, deduction, counterclaim or set-off, and regardless of any dispute between BIL and the Customer. Interest will be payable on any sum which remains due and unpaid after the date for payment and will be charged at the rate of 7% per annum accruing daily and capitalised monthly.

11.3. If the Customer breaches this clause 11, BIL may, in its absolute discretion, suspend or refuse to provide the Services to the Customer.

11.4. BIL may charge by weight, measurement or value and may at any time re-weigh or re-value, or re-measure or require the Goods to be re-weighed, re-valued or re-measured and charge proportional additional charges accordingly.

11.5. The Charges will be considered incurred as soon as the Goods are delivered to or collected by or on behalf of BIL and under no circumstances will those Charges be refunded.

11.6. Every special instruction to the effect that Charges will be paid by a person other than the Customer will be deemed to include a stipulation that if that person does not pay those charges on the date set for payment, or if no date is set for payment within 14 days of Delivery or, in the event of an unsuccessful Delivery, within 14 days of the attempted delivery of the Goods, then the Customer will pay those charges on demand.

12. LIEN AND ABANDONED GOODS

12.1. BIL will have a particular and general lien on the Goods, any documents relating to those Goods, and any and all other property of the Customer coming into BIL's actual or constructive possession or control, for any amount due:

- a) to BIL arising out of or in connection with any Services provided in relation to the Goods and/or for any other services provided to the Customer;
- b) to TasPorts, for any services provided by TasPorts in relation to the Goods and/or for any other services provided to the Customer;
- c) to BIL or a Subcontractor as a General Average contribution.

12.2. Prior to exercising any lien in accordance with this clause 12, BIL will provide written notice to the Customer of its intent to exercise the lien, the property over which the lien will be exercised and the exact amount due and owing.

12.3. Where Goods are not collected on time or Delivery is not effected, through no fault of BIL or a Subcontractor, BIL has the right to charge the Customer for storage and/or may relocate the Goods to a warehouse or other location at the risk and expense of the Customer without any duty of care as a bailee or otherwise to look after the Goods. The Goods referred to in this clause 12.3 will be deemed abandoned goods if they have remained in BIL's possession or control for more than 30 days after being available for Delivery or collection (**Abandoned Goods**).

12.4. Unless, within 28 days of receiving the written notice referred to in clause 12.2, the Customer pays the entire amount due and owing, BIL will have the right to sell the Goods at public or private sale or auction and apply the proceeds to the amount due and owing and also toward the costs and expenses of exercising the power of sale.

12.5. BIL will have the right to sell any Abandoned Goods at public sale or auction and apply the proceeds to the amount due and owing for any storage costs and also toward the costs and expenses of exercising the power of sale.

13. FORCE MAJEURE

BIL will be released from its obligations under the Contract, to the extent that performance of the Services is delayed, hindered or prevented due to any event or circumstance beyond the reasonable control of BIL and whether foreseeable or not including, without limitation, weather, industrial action, breakdowns and accidents. BIL will not be obliged to place the Customer's interests before BIL's commercial interests.

14. JURISDICTION AND CHOICE OF LAW

The laws of Tasmania govern these Conditions and the parties submit to the non-exclusive jurisdiction of the courts of Tasmania.

15. SEVERANCE

If any part of the Contract is unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal or where necessary treated as removed from the Contract. Neither that part nor its severance will affect the enforceability of the remaining parts of the Contract.

16. CREDIT APPLICATION

The Customer authorises and consents to BIL obtaining credit information about it from, and supplying information to, a related body corporate, credit reporting body or collection agency for commercial credit related or credit guarantee purposes or for ongoing credit management of the Customer's account, including collecting payments.

17. SPECIFIC TERMS RELATING TO SEA CARRIAGE OF GOODS

17.1. BIL may in its absolute discretion abandon, alter or repeat any voyage, route or journey, or store or leave Goods for any period of time and at any place, either intentionally or unintentionally, and may take any necessary action incidental to the above as BIL considers expedient, without notice to or recourse by the Customer. Anything done in exercising that discretion will not be considered a deviation or breach of the Contract and BIL will incur no liability in doing so.

17.2. BIL is not obliged to notify the Customer of the arrival of the Goods or of any carrying vehicle or vessel at the place where the Goods are to be delivered.

17.3. BIL does not and will not be deemed to warrant the seaworthiness of any vessel, either at or after the commencement of the voyage.

17.4. The Goods may be carried on deck at BIL's absolute discretion and at the risk of the Customer.

17.5. No bill of lading or any other negotiable sea carriage document will be issued by BIL in relation to the Goods. The only sea carriage document that will be issued to the Customer in relation to the receipt of Goods and provision of the Services is a Consignment Note which, in all instances, will be a non-negotiable document (even in circumstances where it is not identified as such).

17.6. General Average shall be adjusted at any port or place at BIL's absolute discretion and shall be settled according to the York Antwerp Rules 1994. General Average on a vessel not operated by BIL shall be adjusted according to the requirements of the operator of that vessel.

17.7. Any salvage services rendered to the vessel or its cargo by a vessel owned or operated by BIL or TasPorts will be paid as fully and in the same manner as if the salvaging ship was owned or operated by strangers.

17.8. If the Goods are or include live animals:

- a) BIL is not required to accept them as cargo or provide enclosures, food or attendance for the animals;
- b) the animals may be loaded or transported on any vessel either on deck or below, as BIL deems expedient;
- c) BIL may make decisions regarding the animals' welfare without notice to the Customer and without incurring any liability in doing so;
- d) the Customer is responsible for all costs incurred by BIL in relation to the care, welfare and movement of the animals including any additional cleaning costs, quarantine or other costs incurred by BIL in relation to the transportation of the animals;
- e) BIL will not be responsible for any death, injury, loss or damage to such animals;

f) if immediately after the arrival of any such animals at the place of Delivery, the animals are unclaimed or undelivered, BIL shall have liberty to (but shall not be obliged to) cause the animals to be stabled or agisted or otherwise provided for at the sole risk and expense of the Customer and any additional costs thereby incurred shall be paid forthwith by the Customer to BIL.

18. SPECIFIC TERMS RELATING TO VEHICLES

18.1. BIL will not be responsible in tort, bailment, contract, pursuant to statute or otherwise howsoever for any, or the consequences of any, loss or damage to personal effects or other items in any vehicle, tarpaulins attached to any vehicle, any vehicle which cannot be moved under its own power or is in an unroadworthy condition, or damage to any vehicle howsoever caused.

18.2. The Customer will inspect the vehicle upon delivery and will immediately notify BIL of any alleged damage to the vehicle by noting such damage on the consignment note issued by BIL.