

GENERAL CONDITIONS OF CARRIAGE

1. In these conditions;-
"Company" shall mean MARAIR FREIGHT, its servants and agents.
"Consignor" shall mean the shipper or bailor of the goods and their respective servants or agents.
"The goods" shall mean the chattels, articles and things tendered for carriage or bailment by the Consignor and shall include the container or containers or other packaging containing the same and any pallet or pallets delivered with the same to the company.
"Dangerous goods" shall mean such of the goods as shall be in fact or at law noxious, dangerous, hazardous, explosive, inflammable or capable by their nature of causing damage or injury to other goods or to any persons or animals or to any thing in which those goods are carried or stored.
2. The Company is not a common carrier and will accept no liability as such. The goods are carried and all storage, lifting, packing and other services are performed by the company subject only to these terms and conditions and when applicable the conditions printed on an air waybill issued by the company for itself or as an agent or a carrier by and the Company reserves the right to accept or refuse the carriage of any goods or the performance of storage of the goods or any other service at its discretion.
3. The Consignor expressly warrants that it is either the owner or the authorised owner of the agent of the goods and enters into this contract on its own behalf and also as agent for the owner of the goods.
4. The Consignor shall comply with the requirements of any applicable law relating to the nature, condition and packaging of the goods and the expenses and charges of the company in complying with the provisions of any such law or with any other or requirement there under or with the requirement of the harbour, railway, shipping, customs, warehouse or other authority or corporation shall be paid by the Consignor.
5. If any of the goods are subject to the control of customs, all customs duty, excise duty and costs which the Company becomes liable to pay and shall pay in respect of such goods pursuant to any law relating to Customs or excise shall be paid by the Consignor.
6. The Consignor shall not tender any dangerous goods for carriage or storage without presenting to the company a full description thereof and giving such notice of intention to ship or bail dangerous goods and doing all such acts as may be required by any relevant authority. In default of so doing, the Consignor shall be liable for all loss or damage caused by or through such dangerous goods.
7. The goods are at the risk of the Consignor and not of the company and the Company shall not be responsible in tort or contract or otherwise for any loss of or damage to or deterioration of the goods or misdelivery or failure to deliver or delay in delivery of the goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or wilful act or default of the Company or other and this clause shall apply to all such loss of or damage to or deterioration of the goods or misdelivery or failure to deliver or delay in delivery of the goods as aforesaid whether or not the same occurs in the course of performance by the Company of the contract or in events which are in the contemplation of the Company and/or the Consignor or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
8. In the event of the contract including any handling, installation, removal, assembly or erection of any kind whatsoever it is undertaken on the basis that the Company shall not be under any liability or responsibility for any loss, damage or injury of any kind whatsoever howsoever arising caused or incurred including without limiting the foregoing the negligence or wilful act or default of the Company or others. This disclaimer extends to include loss damage or injury to any person, property or thing and any loss consequently or otherwise arising from any loss damage or injury as aforesaid.
9. The Consignor hereby authorises the Company (if it should think fit to do so) to arrange with a subcontractor or subcontractors for the carriage of any goods or the performance of the services being the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to such subcontractor or subcontractors who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Company. Insofar as it may be necessary to ensure that such subcontractor or subcontractors shall be so entitled the Company shall be deemed to enter into this contract for its own benefit and also as agent and trustee for the subcontractor or subcontractors.
10. If the Consignor expressly or impliedly constructs the Company to use or it is expressly or impliedly agreed that the Company will use a particular method of handling or storing the goods or a particular method of carriage whether by road, sea or air the Company will give priority to that method but if it cannot conveniently be adopted by the Company, the Consignor thereby authorises the Company to handle or store or to carry or have goods carried by another method or methods at the Company's discretion.
11. The consignor hereby authorises any deviation from the usual route or manner of carriage or storage of the goods which may be in the absolute discretion of the Company be deemed reasonable or necessary in the circumstances.
12. Insurance will not be arranged by the Company except with the express instruction in writing of the Consignor and then only at the Consignor's expense and no lodgement of a declaration as to value prior to receipt of the goods by the Company.
13. Freight and storage charges shall be considered earned whether the goods are delivered by the Company or not and whether damaged or otherwise. The Company may charge freight or storage charges by weight, measurement or value and may at any time re-weight or re-value or re-measure or require the goods to be re-weighted, re-valued or re-measured and charge proportional additional freight or storage accordingly.
14. If any person fails to pay charges due to the Company in respect of the Carriage of any goods or the performance of any service on reasonable demand being made in accordance with the contract, the Company may detain and sell all or any of the goods of that person which are in its possession and out of monies arising from the sale retain charges so payable and all charges and expenses of the detention and sale, and shall render the surplus if any of the monies arising from the sale of and such of the goods as remain unsold to the person entitled thereto. Any such sale shall not prejudice or affect charges due or repayable in respect of such service or the said detention and sale.
15. Every special instruction to the effect that charges shall be paid by a person other than the Consignor shall be deemed to include a stipulation that if that person does not pay the said charges within seven (7) days of delivery of tendered delivery of the goods, then the consignor shall pay the said charges to the company.
16. The Company shall not under any circumstances be liable for loss or damage resulting from or attributable to any quotation, statement, representation or information whether oral or in writing howsoever, wheresoever and to whomsoever made or given by or on behalf of the Company or by any servant or agent of the Company as to classification of or the liability for or the amount, scale or rate of customs duty, excise duty or other import or tax or rates charged by carriers by air or others applicable to any goods or property whatsoever.
17. Notwithstanding anything here contained the Company 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.
18. The Company shall not be bound by any agreement purporting to vary these terms and conditions unless such agreement shall be in writing and signed on behalf of the company by its duly authorised officer.
19. These conditions shall be governed and construed by the law of the State in which the Company has its principal place of business wheresoever the contract was made and any proceedings in respect of any claim, matter or thing against shall be instituted in the State only.