



## GRAIN TRANSPORT CONTRACT (2015)

This agreement is for the carriage of grain by road pursuant to the terms of the contract as follows.

Agreement Date: \_\_\_\_\_

This agreement is between: \_\_\_\_\_ and \_\_\_\_\_

### Consignment Instructions

<b>CONSIGNOR:</b>	
Contact	
Address	
ABN	
Phone	
Fax	
Email	
<b>CARRIER:</b>	
Contact	
Address	
ABN	
Phone	
Fax	
Email	

<b>COMMODITY</b>	
Transport Services	
Grain Product (bulk, bags etc)	
Quantity	
Freight Rate (per km, per tonne etc) GST exclusive	
Payment terms as per Clause 5 or as agreed.	
Pickup location	
Delivery location	
Commencement Date	
Expiration Date	
Notice time for load	Consignor agrees to give the Carrier _____ days notice. The day notice is given is not counted.
Demurrage / other charges	
Special conditions	

1. **CODE OF PRACTICE:** Parties to this contract agree to be bound by the provisions of the GTA Grain Transport Code of Practice in the version current at the time of signing this contract.
2. **CHAIN OF RESPONSIBILITY:** The parties acknowledge that they have obligations under the Heavy Vehicle National Law relating to mass limits, fatigue management, speeding and load restraint (“Chain of Responsibility”). Each party warrants to the other that it has in place appropriate systems and procedures to manage its obligations under the Chain of Responsibility and will produce evidence of such systems and procedures on demand.
3. **BACKGROUND:** These terms and conditions apply to the contract for the carriage of Grain specified in this agreement between the “Consignor” (the party entering into this agreement with the Carrier) and the “Carrier” (the company contracting to procure the carriage of the grain specified in this contract).
4. **AGREEMENT:** The Carrier agrees to procure the provision of Transport Services to the Consignor for the Grain on the terms specified in this contract. Transport Services may include the collection, carriage and unloading of the Grain. The Consignor will provide specific instructions to the Carrier in the consignment instructions with all necessary information for the Carrier to provide the Transport Services. Weigh-bridge dockets at destination shall be conclusive evidence of the quantity and specification of the Grain carried.
5. **OBLIGATIONS:** The Carrier and the Consignor will provide all necessary information to each other to allow performance of the Transport Services in accordance with this contract. Parties will keep each other fully informed in a timely manner on issues that may affect performance of this contract. Parties must comply with all applicable laws and regulations relating to notifications, description, consigning, packaging and safety.
6. **PRICE:** The Consignor agrees to pay the Carrier the freight at the rate specified in this contract. The price may be adjusted if there is a material variation to agreed volume and route and Transport Services provided.
7. **PAYMENT:** The freight is payable per tonne on the delivered destination weights as per the agreed rate outlined in the contract. Payment is to be 100% of the agreed rate 30 days from the end of the week of delivery of goods unless otherwise agreed.
8. **CONSIGNMENT INSTRUCTION:** Unless otherwise agreed, the Consignor shall issue the Carrier with Consignment Instructions in writing. These instructions shall include;
  - a. Transport Services required
  - b. Grain type
  - c. Loading point
  - d. Load point contact details
  - e. Load date
  - f. Quantity
  - g. Destination
  - h. Consignor reference number
9. **DEMURRAGE:** Demurrage will not apply to this contract unless otherwise specified.
10. **INSURANCE:** - The Grain will be at the risk of the Carrier in all respects during provision of the Transport Services. At all times during this contract the Carrier is to keep current and relevant insurance against all risks to the Grain.
11. **SUBCONTRACTORS:**
  - a. All or any part of the Transport Services may be sub-contracted by the Carrier unless otherwise specified .
  - b. Notwithstanding any sub-contract, the contracting Carrier remains responsible for provision of the Transport Services and liable for any breach of this contract.
  - c. Without limiting the effect of any other clause of this contract, the Consignor or any other person or persons owning or having any interest in the Grain or any part thereof shall not be entitled to make any claims or pursue proceedings against any person other than the Carrier. Should any such claim be made against a party other than the Carrier, the Consignor shall indemnify the Carrier and any such person or servant or agent against the consequences of any such claim as may be made by any party other than the Consignor.
12. **LOADING:** Unless specifically included in Transport Services in the Consignment Instructions, the Consignor (including any agent) is responsible for the loading of the Grain, including pre-loading inspection, securing and labelling loads.
13. **DELIVERY:**
  - a. The Carrier is only bound to deliver the Grain to the destination shown on the Consignment Instructions.

- b. If the Carrier is unable to deliver the Grain in accordance with this contract (including failure on the part of the Consignee to take delivery within a reasonable time) the Carrier shall seek further instructions from the Consignor and cost of compliance with any further instructions accepted by the Carrier shall be at Consignor's expense. If despite best endeavours the Carrier is unable to contact the Consignor the Carrier may at its discretion unload and store the grain in suitable storage at the Consignor's expense.
- c. The Carrier will return to the Consignor a copy of the delivery documents within 7 days of delivery.

**14. FORCE MAJEURE:**

- a. In this clause "force majeure", means any act, event or cause which is beyond the reasonable control of the Parties (other than lack of or unavailability of funds) including:
  - i. act of God, accident of navigation, war (whether declared or not) sabotage, insurrection, national emergency, martial law, fire, lightning, flood, earthquake, landslide, storm or other severe adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the Parties) epidemic, quarantine, radiation or radioactive contamination;
  - ii. action or inaction of any government, governmental body or court, including appropriation, intervention, direction or injunction, by legislation, regulation or otherwise;
  - iii. breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power, or materials, not preventable by the exercise of due diligence by the Parties, its servants, agents or sub-contractors;
  - iv. transportation disasters, washaways, derailment and the like; and
  - v. any other cause which despite the exercise of foresight or due diligence, the parties are unable to prevent or overcome.
- b. If, as direct result of force majeure, a Party becomes unable to perform, wholly or in part, any of its obligations under this contract:
  - i. that obligation, except an obligation to pay money, is suspended but only so far as and for so long as it is affected by the force majeure; and
  - ii. the party is to use due diligence to overcome or remove the force majeure concerned
- c. Clause 14.b.ii does not require a Party to:
  - i. settle any strike or other labour difficulty on terms contrary to its wishes; or
  - ii. contest the validity or enforceability of any law, regulation or order by way of legal proceedings
- d. The liability of the Party to comply with its obligations resumes as soon as it is no longer affected by the force majeure

**15. LEVIES AND TAXES:** Any industry, statutory or government levies which are not included in the freight shall be adjusted for in any related payments. Where a Goods and Services Tax (GST) is applicable to the Transport Services per these terms and conditions, subject to the issuing of a valid tax invoice, the Carrier will recover from the Consignor an amount on account of GST, such amount to be calculated by multiplying the price for the supply by the prevailing GST rate.

**16. NOTICES:** Notices given under this contract are to be dispatched by written letter delivered by hand on the day of writing, or by facsimile, or by email (return receipt acknowledging the message has been received is required) or by other method of rapid written communication. All notices shall be under reserve for errors in transmission. Any notices received after 1600 hours Sydney/Melbourne time on a business day shall be deemed to have been received at 0900 hours on the business day following. A notice to a party's Brokers or Agent shall be deemed a valid notice under this contract. In case of sub-contracts, all notices shall be passed on without delay.

**17. GTA TRADE RULES:** This contract is subject to the Trade Rules of Grain Trade Australia Limited [GTA] currently in effect. In the event of any conflict between this contract and the Trade Rules, this contract will prevail. To the extent of any conflict between this contract and the Consignment Instructions or any consignment note issued by the Carrier, these contract terms prevail.

**18. ARBITRATION:** Any dispute arising out of this agreement, including the existence of this agreement and any question of law arising in connection therewith, shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the date of the referral to arbitration, and of which both parties hereto shall be deemed to be cognisant. Neither Party hereto, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been heard and determined by the arbitration in accordance with the Dispute Resolution Rules of GTA, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring any action or other legal proceedings against the other of them in respect of any such dispute.