

ONTIME HAULERS PTY LTD

CUSTOMER TERMS & CONDITIONS OF CARTAGE 2026 EDITION

Document Owner	Ontime Haulers Pty Ltd
Document	Customer Terms & Conditions of Cartage
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Applies To	All quotations, bookings, carriage, storage, handling and related Services
Review	At least annually and whenever material legal, regulatory, customer or operational requirements change

These Terms are intended to operate as Ontime Haulers' master customer-facing terms for transport, handling, storage and related Services. They are to be read with the applicable quotation, booking confirmation, service/rate schedule and any written special conditions accepted by Ontime Haulers.

Legal review

This document is a business drafting template and should be reviewed by an Australian commercial/transport lawyer before being adopted as the Company's final standard-form customer contract, particularly the liability, indemnity, claim, lien, storage, credit and consumer-law provisions.

Important

Nothing in these Terms is intended to exclude, restrict or modify any right, guarantee, warranty, remedy or liability that cannot lawfully be excluded, restricted or modified.

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

ACL means the Australian Consumer Law contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended.

Authority to Leave / ATL means an instruction from the Customer authorising delivery without obtaining a signature or personal acknowledgement from the Consignee.

Business Day means a day other than Saturday, Sunday or a public holiday in Queensland.

Carrier means Ontime Haulers Pty Ltd and, where the context requires, its directors, officers, employees, agents, subcontractors and authorised representatives.

Charges means freight charges, fuel levies, waiting time, storage, redelivery, additional services, administration charges, tolls, government charges, taxes and other amounts payable.

Consignee means the person or business nominated to receive the Goods.

Consignment means one or more Goods accepted under a booking, consignment note or invoice.

Customer means the person or entity requesting or arranging Services, whether acting as principal, agent, consignor or otherwise.

Dangerous Goods means goods regulated as dangerous goods under applicable Australian law, including the current Australian Dangerous Goods Code where applicable.

Delivery Point means the address or location nominated for delivery.

Goods means all items accepted for carriage or storage, including pallets, cartons, machinery, equipment, parcels and documents.

Loss means loss, theft, deterioration, contamination, destruction, delay, misdelivery or damage, to the extent recognised by law.

POD means proof of delivery in electronic or paper form.

Services means transportation, collection, delivery, handling, storage, warehousing, cross-docking and related logistics services.

Subcontractor means a third party engaged by the Carrier to perform all or part of the Services.

1.2 Interpretation

- Headings are for convenience only.
- Singular includes plural and vice versa.
- References to legislation include amendments, replacements and subordinate legislation.
- A reference to a person includes an individual, company, partnership, trust or authority.
- Including, includes and similar expressions are not words of limitation.

2. APPLICATION, ACCEPTANCE & CONTRACT FORMATION

2.1 Application

These Terms apply to every quotation, booking, collection, carriage, handling, storage and delivery undertaken by the Carrier unless the Carrier expressly agrees otherwise in writing.

2.2 Acceptance

The Customer accepts these Terms when it requests a quotation, submits a booking, tenders Goods, permits collection, instructs the Carrier, accepts delivery, or pays an invoice. Where an online booking is used, the Customer may also be required to actively confirm acceptance before submitting the booking.

2.3 Customer purchase orders and trading terms

A Customer purchase order, portal term, trading condition or other document does not vary these Terms unless an authorised officer of the Carrier expressly agrees to the variation in writing.

2.4 Electronic acceptance

Acceptance may occur electronically, verbally or in writing. The Carrier may retain records of the version of the Terms presented or accepted in connection with a booking.

2.5 Special written terms

A quotation or written booking confirmation may contain commercial terms specific to a transaction. Those specific terms apply to the transaction to the extent they expressly vary these Terms and are accepted by the Carrier.

2.6 No authority to vary

A driver, employee, subcontractor or other representative does not have authority to vary these Terms unless authorised by the Carrier.

3. CARRIER STATUS, ACCEPTANCE & REFUSAL OF GOODS

3.1 Carrier status

The Carrier is not a common carrier and does not undertake to accept every item offered for carriage or storage. The Carrier may refuse or suspend Services where permitted by law.

3.2 Reasons for refusal

- Goods are unsafe, prohibited or unlawful.
- Goods are inadequately packaged, labelled or secured.
- Actual weight, dimensions or quantity materially exceed the declared information.
- The Goods may damage other freight, equipment, people or property.
- Required permits, documentation, equipment or licences are unavailable.
- The Carrier reasonably considers the proposed Services unsafe, impracticable or unable to be performed lawfully.
- The Customer has materially breached these Terms or has overdue amounts.

3.3 No future obligation

Acceptance of one Consignment does not oblige the Carrier to accept future consignments.

3.4 Refusal and consequences

Where carriage is refused or suspended for reasons attributable to the Customer, the Customer remains responsible for reasonable costs already incurred, including attendance, waiting, handling, storage, return and redelivery costs, subject to applicable law.

4. QUOTATIONS, BOOKINGS & SERVICE AVAILABILITY

4.1 Quotations

Quotations are estimates unless expressly stated as fixed or otherwise agreed in writing. Quotations are based on the information supplied by the Customer and the service assumptions stated in the quotation.

4.2 Requotation

The Carrier may revise a quotation before accepting a booking, or adjust Charges after carriage where actual freight or service requirements differ materially from the information provided.

- weight, dimensions, pallet spaces or quantity differ;
- additional labour or equipment is required;
- access, parking or site conditions differ;
- waiting, futile collection or failed delivery occurs;
- the service level, route or vehicle requirement changes;
- tolls, government charges or other third-party costs arise.

4.3 Quotation validity

Unless otherwise stated, a quotation remains valid for 30 days. A quotation may be withdrawn or amended before the Carrier accepts the booking.

4.4 Booking acceptance

A booking is accepted only when confirmed by the Carrier or when the Carrier otherwise commences performance. Submission of a request does not itself guarantee vehicle availability or service acceptance.

4.5 Service availability

Service availability, booking cut-off times and estimated transit times are subject to the applicable service, operational capacity, booking conditions and the information confirmed for the particular booking.

5. PRICING, FUEL LEVY & ADDITIONAL CHARGES

5.1 Basis of charge

Unless a quotation states otherwise, Charges may be determined by the applicable rate card and the greater or otherwise applicable measure of actual weight, volumetric weight, pallet space, cubic measurement, vehicle requirement or minimum charge.

5.2 Verification

The Carrier may measure, weigh, scan or otherwise verify Goods. If actual information differs from the booking information, the applicable Charges may be recalculated.

5.3 Fuel levy

Where a fuel levy applies, it will be charged according to the rate or formula applicable to the quotation, account or current rate schedule. Fuel levy methodology may be updated from time to time and will be identified in the applicable commercial terms where relevant.

5.4 Additional Charges

- dangerous goods;
- tailgate or manual handling;
- special or restricted-access locations;
- waiting time, futile collection, futile delivery or redelivery;
- time-slot or appointment deliveries;
- after-hours, weekend or public-holiday services;
- oversized, overweight or irregular freight;
- crane, forklift or specialised equipment;
- tolls, ferries, remote-area or government charges;
- storage, repackaging, relabelling, restacking or additional securing;
- biosecurity, quarantine, customs or regulatory charges;
- additional labour reasonably required for the Services.

5.5 GST

Unless expressly stated otherwise, Charges are exclusive of GST. GST will be added where applicable.

6. CUSTOMER WARRANTIES & INFORMATION

The Customer warrants that:

- it has authority to request the Services and accept these Terms;
- it owns the Goods or has authority from the owner to instruct the Carrier;
- all descriptions, weights, dimensions, quantities and delivery requirements are accurate;
- the Goods may lawfully be transported and stored;
- the Goods are properly packaged, labelled and secured;
- all required permits, licences, approvals and documentation will be supplied;
- the Customer will comply with applicable laws, including CoR and dangerous-goods requirements.

6.1 Reliance on Customer information

The Carrier may reasonably rely on information supplied by the Customer without independently verifying it. Additional Charges or other consequences arising from inaccurate or incomplete information may be charged to the Customer.

6.2 Change in information

The Customer must immediately advise the Carrier of any material change to freight, pickup, delivery, access, timing or handling requirements.

6.3 Third-party instructions

Where a Customer acts for an owner, consignor or other principal, the Customer warrants that it has authority to bind that party to the extent represented.

7. COLLECTION, CUSTOMER SITE & ACCESS REQUIREMENTS

7.1 Customer responsibilities

- Goods must be ready, packaged, labelled and available for collection at the agreed time.
- Collection and delivery addresses must be accurate and accessible.
- The Customer must disclose restricted access, height/weight limits, loading-dock requirements, site hazards and special instructions.
- Safe loading and unloading conditions and any required customer-controlled equipment or labour must be available.
- Lawful parking and safe vehicle access must be available where reasonably required.

7.2 Site access

Where access is unsafe, unlawful or unsuitable for the allocated vehicle, the Carrier may stop, refuse entry, deliver to the nearest reasonably safe accessible location, return the Goods to storage or arrange an alternative service. Reasonable resulting costs may be charged.

7.3 Collection times

Collection times are estimates unless expressly guaranteed in writing. A booking does not guarantee that the vehicle will arrive at an exact minute.

7.4 Failed collection

If Goods are unavailable, not ready, inaccessible or cannot be safely collected, the Carrier may charge waiting time, futile collection and other reasonable costs and may reschedule the collection.

7.5 Loading

Unless otherwise agreed, the Customer is responsible for ensuring the Goods are safely presented for loading. The Carrier may refuse loading where the Goods or loading conditions are unsafe.

8. PACKAGING, LABELLING & PALLETS

8.1 Packaging

The Customer is responsible for packaging sufficient to withstand normal transport, handling, loading, unloading and storage risks, including vibration, movement, weather exposure and stacking where applicable.

8.2 Labels

Each package should clearly identify the Consignee, delivery address, sender, suburb/postcode, booking or consignment reference and relevant handling instructions.

8.3 Inadequate packaging

The Carrier may refuse inadequately packaged Goods. Acceptance of inadequately packaged Goods does not constitute approval of the packaging or acceptance of liability for damage caused by the packaging.

8.4 Fragile markings

Labels such as 'Fragile', 'Glass' or 'Handle With Care' do not, by themselves, create a special handling service. Special handling must be expressly agreed.

8.5 Pallets

- Pallets must be structurally sound, stable and suitable for forklift handling.
- Unsafe, overloaded, broken or inadequately secured pallets may be refused.
- Where reasonably necessary, the Carrier may restack, secure, re-wrap, separate or replace unsafe pallets and charge reasonable costs.
- CHEP, LOSCAM and other hire-pallet obligations remain with the Customer unless otherwise agreed.
- Pallet exchange is not included unless expressly agreed.

9. DANGEROUS GOODS & REGULATED FREIGHT

9.1 Declaration

All Dangerous Goods and other regulated freight must be declared before collection. The Customer must provide complete and accurate descriptions.

9.2 Documentation

- Safety Data Sheets where applicable;
- dangerous-goods declarations and transport documents;
- emergency information;
- labels, placards and other markings required by law;
- permits or approvals required for the particular Goods.

9.3 Compliance

Dangerous Goods must be packaged, marked, labelled, documented, segregated and presented in accordance with applicable law and the current Australian Dangerous Goods Code where applicable.

9.4 Refusal

The Carrier may refuse Dangerous Goods where documentation, packaging, equipment, vehicle suitability, driver authority or other legal/safety requirements are not satisfied.

9.5 Undeclared or incorrectly declared Goods

Where undeclared or incorrectly declared Dangerous Goods are identified, the Carrier may refuse carriage, isolate the Goods where safe, notify authorities where required, arrange lawful disposal or return, and recover reasonable costs to the extent permitted by law.

9.6 Customer responsibility

The Customer is responsible for consequences arising from its failure to disclose or properly prepare regulated freight, subject to applicable law.

10. DELIVERY, POD & AUTHORITY TO LEAVE

10.1 Completion of delivery

Delivery may be completed when Goods are delivered to the nominated address, a person reasonably appearing authorised to receive them, a receiving dock/warehouse/mail room, or in accordance with an authorised ATL instruction.

10.2 POD

POD may comprise an electronic signature, written signature, photograph, scan event, GPS/location confirmation, electronic delivery record or other reliable delivery evidence.

10.3 Authority to Leave

Where the Customer has authorised ATL, the Customer authorises delivery without a signature. The Carrier may use reasonable photographic or electronic evidence to record the delivery location.

10.4 ATL risk

Subject to any rights that cannot lawfully be excluded, risk in the Goods passes in accordance with the delivery arrangements once the Goods are left under an authorised ATL instruction. The Carrier is not responsible for subsequent theft, weather exposure or other loss after delivery except to the extent caused by the Carrier's breach or negligence and subject to applicable law.

10.5 Partial delivery

The Carrier may make partial deliveries where reasonably necessary. Charges may apply to each delivery or consignment component as stated in the quotation or rate schedule.

11. TRANSIT TIMES, DELAYS & SERVICE LEVELS

11.1 Estimates

Transit times and collection/delivery windows are estimates unless the Carrier expressly confirms a guaranteed commitment in writing.

11.2 Booking cut-offs

Any booking cut-off time published by the Carrier is a service-operational cut-off. A booking made after a cut-off may move to the next available service cycle and may affect the estimated transit time.

11.3 Delay events

- traffic congestion or road incidents;
- vehicle breakdown or mechanical issues despite reasonable maintenance;
- weather, flood, fire or natural events;
- road closures or network disruption;
- industrial action or labour shortages;
- government, quarantine, biosecurity or regulatory directions;
- customs or security requirements;
- customer or consignee delays;
- third-party or subcontractor failures outside the Carrier's reasonable control;
- other circumstances beyond reasonable control.

11.4 No third-party penalties

Subject to rights that cannot lawfully be excluded, the Carrier is not liable for customer or third-party penalties, production losses, contractual penalties, lost profits or other consequential loss arising solely from delay.

12. FAILED DELIVERY, REDELIVERY & UNLOADING

12.1 Failed delivery

Delivery may fail because premises are closed, access is unavailable, instructions are incorrect, unloading equipment is unavailable, no authorised receiver is present, the Customer refuses delivery, or the site is unsafe.

12.2 Carrier options

- charge applicable futile-delivery or attendance costs;
- return Goods to storage;
- arrange redelivery;
- deliver to a safe alternative location where authorised or reasonably appropriate;
- recover reasonable storage, redelivery and handling costs.

12.3 Unloading

Unless otherwise agreed, the Consignee is responsible for unloading and for providing suitable unloading equipment and labour. Drivers are not required to perform manual unloading where it is unsafe, unlawful, beyond the agreed service or not reasonably practicable.

12.4 Customer-requested assistance

Where driver assistance is requested and agreed, it remains subject to safety requirements, applicable Charges and any legal limitations. The Carrier may refuse assistance where unsafe.

12.5 Site safety

Drivers may refuse to enter unsafe sites, construction areas, flooded areas, unsafe docks, steep or unsuitable access, unsealed roads or other areas presenting a material safety risk. Such refusal will not, by itself, constitute a breach of the Carrier's obligations.

13. WAITING TIME, CANCELLATION & ADDITIONAL SERVICES

13.1 Waiting time

Unless the quotation states otherwise, a reasonable loading/unloading period may be included. Waiting time beyond the included period may be charged at the applicable waiting-time, vehicle-hire or service rate where the delay is not caused by the Carrier.

13.2 Cancellation

Cancellation charges may apply where a booking is cancelled after a vehicle, driver, subcontractor, dedicated vehicle, equipment or other resource has been committed, or where the Carrier has commenced travel or collection.

13.3 Futile attendance

Where the Carrier attends but cannot perform the booked Service because Goods are unavailable, the site is inaccessible, the Customer cancels, the Consignee refuses delivery or another Customer-controlled circumstance prevents performance, reasonable attendance, waiting, return and redelivery Charges may apply.

13.4 Additional services

Any service outside the accepted booking, including additional labour, special equipment, storage, repackaging, relabelling, restacking, redelivery or special handling, may be charged at the applicable rate.

13.5 Commercial terms

Where a quotation specifies a different waiting, cancellation or additional-service charge, that quotation controls for the applicable booking.

14. DRIVER SAFETY & CHAIN OF RESPONSIBILITY

14.1 Safety first

The Carrier will not require a driver to undertake work that the Carrier reasonably considers unsafe or unlawful. Drivers may stop or refuse unsafe work and report the reason to the Carrier.

14.2 Customer CoR obligations

The Customer must comply with all applicable Heavy Vehicle National Law and Chain of Responsibility obligations relevant to matters it controls or influences.

14.3 Prohibited requests

The Customer must not request, require, encourage or reward a driver or transport operator to:

- exceed lawful mass or axle limits;
- exceed dimension or permit conditions;
- breach fatigue or work/rest requirements;
- speed or otherwise breach road rules;
- operate an unsafe vehicle;
- carry an unsafe, unstable or improperly restrained load;
- otherwise contravene transport legislation.

14.4 No contractual override

No booking, quotation, service level, customer instruction or delivery deadline authorises the Carrier or any driver to breach transport, fatigue, vehicle, loading or safety law.

14.5 Customer-caused regulatory exposure

To the extent permitted by law, the Customer is responsible for losses, penalties and costs arising from its own breach of applicable CoR obligations, inaccurate information or unlawful instructions.

15. RISK, TITLE & INSURANCE

15.1 Risk

Unless otherwise agreed in writing and subject to applicable law, Goods are carried at the Customer's risk to the extent permitted by law. The Carrier does not assume ownership of the Goods.

15.2 Title

Title remains with the Customer or the lawful owner. The Carrier acquires no proprietary interest merely by accepting Goods, except for any lien or security right arising under these Terms or law.

15.3 Authority

The Customer warrants it owns the Goods or has authority from the owner to instruct the Carrier and accept these Terms.

15.4 Transit insurance

Unless expressly agreed in writing, the Carrier does not arrange transit insurance for the Customer's Goods. Customers should consider obtaining appropriate insurance for the full replacement value of their Goods.

15.5 Carrier insurance

The existence or amount of any insurance held by the Carrier does not itself determine the Carrier's contractual or statutory liability and is not a representation that the Customer's Goods are fully insured.

16. INSPECTION, MEASUREMENT & ELECTRONIC EVIDENCE

16.1 Inspection

The Carrier may inspect, weigh, measure, photograph or scan Goods where reasonably necessary to verify description, dimensions, weight, condition, safety, compliance or Charges.

16.2 Opening packages

Where reasonably necessary for safety, security, legal compliance or operational reasons, the Carrier may open or inspect packages without prior notice, subject to applicable law.

16.3 Non-compliance

If inspection identifies incorrect declarations, prohibited Goods, unsafe packaging or other material non-compliance, the Carrier may refuse or suspend carriage, return or store the Goods, require corrective action and recover reasonable additional costs to the extent permitted by law.

16.4 Electronic records

Booking records, emails, GPS data, scan events, photographs, electronic signatures, POD records and other electronic records maintained by the Carrier may be used as evidence of bookings, instructions, Services performed and delivery events, subject to applicable evidentiary law.

16.5 Electronic instructions

Instructions sent through an approved email address, customer portal or other agreed electronic channel may be relied upon as authorised Customer instructions unless the Carrier has reasonable grounds to suspect fraud or unauthorised access.

17. LIABILITY, EXCLUSIONS & LIMITATION

17.1 Statutory rights preserved

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, statutory warranty, remedy or other right that cannot lawfully be excluded, restricted or modified.

17.2 Consequential loss

To the maximum extent permitted by law, the Carrier is not liable for indirect, incidental, special or consequential loss, including loss of profit, revenue, business, contracts, production, opportunity or goodwill, or third-party contractual penalties, arising from the Services.

17.3 Customer-caused loss

To the extent permitted by law, the Carrier is not liable for Loss caused by the Customer, Consignor or Consignee, including inaccurate information, inadequate packaging, unsafe pallets, incorrect dimensions or weight, Customer-controlled loading/unloading, inaccessible premises, refusal to accept delivery or unauthorised post-delivery handling.

17.4 External events

To the extent permitted by law, the Carrier is not liable for Loss caused solely by events beyond its reasonable control, including the events described in the Force Majeure clause.

17.5 Permitted limitation

Where the law permits the Carrier to limit liability, the Carrier may elect the remedy or limitation permitted by the applicable law, including re-supplying Services, paying the reasonable cost of re-supply, repairing or replacing Goods, or paying reasonable repair/replacement cost, subject to any applicable statutory regime.

18. CUSTOMER INDEMNITY

To the extent permitted by law, the Customer indemnifies the Carrier and its directors, officers, employees, agents and subcontractors against claims, losses, penalties, costs and reasonable legal expenses arising from:

- the Customer's breach of these Terms;
- inaccurate or incomplete information supplied by the Customer;
- unsafe, prohibited or undeclared Goods;
- inadequate packaging, labelling or palletisation;
- the Customer's breach of law or CoR obligations;
- injury, damage or loss caused by the Goods or by Customer-controlled loading/unloading;
- third-party ownership or interest claims where the Customer lacked authority;
- claims caused by the Customer's negligence or wilful misconduct.

The indemnity does not apply to the extent a claim, loss or cost is caused by the Carrier's negligence, wilful misconduct or breach of a non-excludable legal obligation.

19. CLAIMS, STORAGE & CARRIER'S LIEN

19.1 Claims notice

The Customer should notify the Carrier in writing as soon as reasonably practicable of any loss, damage, shortage or non-delivery and provide supporting information. The existing operational target is 7 days from delivery for loss/damage and 14 days from the expected delivery date for non-delivery. Any contractual notice period operates only to the extent permitted by law.

19.2 Supporting information

- photographs;
- proof of value;
- invoices and packing details;
- POD and delivery records;
- description of the loss or damage;
- any other information reasonably requested for investigation.

19.3 Inspection

The Customer must retain damaged Goods and packaging in their delivered condition for a reasonable opportunity for inspection, unless safety, law or other circumstances make this impracticable.

19.4 Storage

Where Goods cannot be delivered, are held at the Customer's request or otherwise require storage, the Carrier may place them into storage and charge applicable storage and handling fees.

19.5 Lien

To the extent permitted by law, the Carrier has a particular and general lien over Goods in its possession for amounts owing by the Customer. If amounts remain unpaid after reasonable notice, the Carrier may exercise rights to retain, sell or otherwise deal with Goods in accordance with applicable law. Sale proceeds will be applied as permitted by law.

20. PAYMENT, CREDIT & SUSPENSION

20.1 Payment

Invoices are payable in full by the due date stated on the invoice unless different terms are agreed in writing.

20.2 Payment methods

Payments may be made by EFT, direct deposit, approved card facility or another method nominated by the Carrier.

20.3 Allocation

To the extent permitted by law, the Carrier may apply payments against outstanding amounts in an order it reasonably determines.

20.4 Credit

Credit is subject to approval and may be varied, suspended or cancelled. The Carrier may require prepayment where an account is overdue, exceeds its credit limit or the Carrier reasonably considers credit risk has materially changed.

20.5 Overdue accounts

Interest may be charged at the rate stated in the applicable credit agreement or, if none is stated, at a reasonable rate permitted by law. The Customer may also be liable for reasonable recovery costs, including collection, court and legal costs, to the extent permitted by law.

20.6 Suspension

The Carrier may suspend or refuse further Services where payment is overdue, credit requirements are not met, Goods are unsafe/prohibited, or the Customer materially breaches these Terms, subject always to applicable law.

21. SUBCONTRACTING, FORCE MAJEURE, PRIVACY & GENERAL

21.1 Subcontracting

The Carrier may subcontract all or part of the Services to another carrier or service provider. Subcontractors may rely on the applicable protections, limitations and defences available to the Carrier to the extent permitted by law.

21.2 Force majeure

The Carrier is not liable for delay, failure or inability to perform caused by circumstances beyond its reasonable control, including flood, fire, cyclone, severe weather, natural disaster, public-health event, war, terrorism, civil unrest, industrial action, labour shortage, road or infrastructure failure, government direction, quarantine, biosecurity restriction, telecommunications failure or third-party failure beyond reasonable control. The Carrier may suspend affected Services while the event continues.

21.3 Privacy

The Carrier collects and uses personal information to provide Services, manage accounts, process payments, comply with law, investigate incidents and improve operations. Information may be disclosed to subcontractors, insurers, payment providers, debt recovery agents, regulators and other service providers where reasonably necessary or required by law. Personal information will be handled in accordance with applicable privacy law and the Carrier's Privacy Policy.

21.4 Electronic communications

Bookings, invoices, notices and other communications may be made electronically. Electronic signatures and records may be used where legally valid.

21.5 Confidentiality

Each party must protect confidential commercial, operational and proprietary information obtained from the other, except where disclosure is required by law, necessary to perform the Services or authorised.

21.6 Variations

The Carrier may update these Terms for future bookings by publishing or otherwise communicating an updated version. A variation does not retrospectively alter a booking already accepted unless agreed or required by law.

21.7 Severability, waiver & assignment

If a provision is invalid or unenforceable, the remainder continues. Failure to exercise a right is not a waiver. The Customer may not assign its rights or obligations without consent; the Carrier may assign or transfer its rights where permitted by law.

21.8 Governing law & contact

These Terms are governed by Queensland law and subject to the jurisdiction of Queensland courts, subject to any mandatory jurisdictional rights. Ontime Haulers Pty Ltd | ABN 62 608 446 199 | 839 Beaudesert Rd, Archerfield QLD 4108 | (07) 3496 9510 | accounts@ontimehaulers.com.au | www.ontimehaulers.com.au

21.9 Acceptance

By requesting a quotation, making a booking, tendering Goods, permitting collection, instructing the Carrier, accepting delivery or paying an invoice, the Customer acknowledges that it has read, understood and agreed to these Terms, subject to any rights that cannot lawfully be excluded.

2026 drafting note: This edition preserves the core commercial structure of the May 2024 Customer Terms and the 2023 Customer Disclaimer, while consolidating duplicate provisions and updating the framework for current transport, consumer-law, privacy and operational requirements. The separate Disclaimer is intended only as a short-form booking notice and does not create competing terms.

22. 2026 RATE CARD – ADDITIONAL CHARGES & COMMERCIAL NOTES

The following additional charges apply where the relevant service, site condition, freight characteristic or customer instruction is applicable. All amounts are exclusive of Fuel Levy Surcharge and GST unless expressly stated otherwise. The applicable quotation or customer-specific rate schedule may override a general charge where expressly agreed in writing.

Additional charge	Amount	Percentage
Construction Site	\$30 per consignment	
Dangerous Goods Surcharge		10%
Demurrage – Body Truck*	\$1.25 per minute	
Demurrage – Semi Trailer*	\$1.50 per minute	
Forklift Available at Both Ends	No charge where included/available as agreed	
Manual Unloading**	\$50 per pallet	
Tailgate	\$30 per consignment	
Futile Pickup		30%
Reattempt		50%
Residential Site	\$30 per consignment	
School Delivery Surcharge	\$60 per consignment	
Shopping Complex Surcharge***	\$60 per consignment	
Time-Slot Booking	\$50 per consignment	
Overlength Surcharge (3.0 m > 4.8 m)		100%
Overlength Surcharge (4.8 m > 7.2 m)		150%
Weekend Surcharge		50%

Commercial notes

- * Demurrage allowance: 15 minutes for up to 4 pallets, then 3 minutes per pallet thereafter. For semi-trailer deliveries, 60 minutes allowance applies for 22 pallets.
- ** Manual unloading: maximum weight per pallet is 700 kg.
- *** Shopping Complex Surcharge: no surcharge applies for dock delivery.
- Freight over 7.2 metres in length/width is to be quoted separately.
- All prices are exclusive of Fuel Levy Surcharge and GST.
- Use of any Service constitutes agreement to Ontime Haulers' Customer Terms & Conditions of Cartage.
- Ontime Haulers is not a common carrier. All reasonable care is taken, but Goods are carried at the owner's risk to the extent permitted by law.
- Ontime Haulers does not service bulk Dangerous Goods.
- Ontime Haulers does not service Dangerous Goods Class 7.

Relationship with the Terms. These charges form part of the commercial framework for the Services. They do not replace the Customer Terms & Conditions of Cartage. If a customer-specific quotation expressly states a different charge, that quotation applies to that booking. Nothing in this schedule excludes or limits a right or liability that cannot lawfully be excluded or limited.