

# Cleveland Freightlines Pty Ltd

**A.C.N. 007 853 465**  
**A.B.N. 72 007 853 465**

Private Box 2117, Regency Park SA 5942  
Phone: 08 82682499 Fax: 08 82432590

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**TO:**

**FAX:**

**ATTENTION:**

## **NEW CUSTOMER PARTICULARS**

**&**

## **CREDIT APPLICATION**

We appreciate your decision to utilise the services of CLEVELAND FREIGHTLINES PTY LTD to meet your freight transportation needs.

Prior to any work being undertaken, this Customer Particulars/Credit Application Form **MUST** be completed in full and signed by a person so authorised by the applicant. In doing so you will be acknowledging and indicating your acceptance of CLEVELAND FREIGHTLINES PTY LTD, Trading Terms and Conditions which are contained herein.

We ask that you return this completed Customer Particulars/Credit Application Form by facsimile to our Adelaide office on (08) 8243 2590, so that we may be able to establish an account and extend credit facilities to you without delay.

We thank you for completing this Customer Particulars/Credit Application Form and look forward to a long and mutually satisfying business association.

**PLEASE NOTE:** Any work-undertaken prior to the completion and return of this form to CLEVELAND FREIGHTLINES PTY LTD will be on a C.O.D. basis only.

**Regards,**

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## **NEW CUSTOMER PARTICULARS & CREDIT APPLICATION**

TRADING NAME .....

COMPANY NAME:.....

BUSINESS OPERATED AS A:-

SOLE TRADER                  PARTNERSHIP                  PTY LTD                  COMPANY

A.B.N. ....

ARE YOU REGISTERED FOR GST PURPOSES.....YES/NO

A.C.N. (if applicable) .....

DATE BUSINESS COMMENCED TRADING.....

BUSINESS OF OFFICE ADDRESS .....

.....

BUSINESS PHONE ..... A/HOURS PHONE .....

MOBILE PHONE ..... FACSIMILE .....

POSTAL ADDRESS.....

BUSINESS/INDUSTRY DESCRIPTION .....

ACCOUNTS DEPARTMENT:-

CONTACT NAME .....TELEPHONE .....

BANK.....BRANCH.....HOW LONG .....

FREIGHT/OPERATIONS DEPARTMENT:-

CONTACT NAME .....TELEPHONE .....

TRADE REFERENCES - THREE CURRENT PLEASE

<b>COMPANY NAME</b>	<b>TELEPHONE</b>	<b>CONTACT</b>

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## 1. TERMS OF ACCOUNT

- a) Payment terms are strictly nett cash **30 DAYS FROM THE DATE OF THE LOAD** and payment for loads must be settled by the appropriate due date.
- b) Customers must advise CLEVELAND FREIGHTLINES PTY LTD, in writing of any changes in its business structure as shown on this form.
- c) If you:-
  - (i) fail to observe either of the above terms, OR
  - (ii) have made a representation to us or given us information which is untrue;  
then credit facilities may be withdrawn and all charges made to your account will become due immediately.

## 2. OVERDUE ACCOUNTS

- a) Any amounts not paid by the due date (being 30 days from the date of the load) will at the discretion of CLEVELAND FREIGHTLINES PTY LTD be subject to action being taken as deemed necessary by CL CLEVELAND FREIGHTLINES PTY LTD to recover the overdue amounts.
- b) CLEVELAND FREIGHTLINES PTY LTD retains the right to possession of any goods pending the payment of any overdue amounts.
- c) The Customer undertakes to reimburse CLEVELAND FREIGHTLINES PTY LTD for any expenses incurred in connection with recovery of amounts overdue.

## 3. PRIVACY

- a) You acknowledge that you have read the CLEVELAND FREIGHTLINES PTY LTD Privacy Statement attached to this document.
- b) The following provisions apply to you and to the individuals named below (the individuals) in their personal capacity. To the extent that it applies to the individuals, it extends to consumer credit information about the individuals.
- c) Subject to the Privacy Act 1988 (the act) and for as long as CLEVELAND FREIGHTLINES PTY LTD provides credit to you:
  - (i) CLEVELAND FREIGHTLINES PTY LTD may disclose information contained in this credit application to a credit reporting agency;
  - (ii) You and the individuals agree that disclosure by a credit reporting agency and collection and use by CLEVELAND FREIGHTLINES PTY LTD of credit information may occur for the purpose of assessing this application, monitoring credit-worthiness and collecting overdue payment;
  - (iii) You and the individuals agree that CLEVELAND FREIGHTLINES PTY LTD may disclose credit information to other credit providers if they seek a reference from us about the conduct of your account.

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- d) The rights given to Cleveland Freightlines under paragraph (c) also apply to any agent of Cleveland Freightlines that is deemed to be a credit provider under Section 11B(5) of the Act.

Individuals: \_\_\_\_\_  
Name

\_\_\_\_\_ Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Signature

#### 4. TERMS AND CONDITIONS OF CARTAGE

Freight will be transported in accordance with CLEVELAND FREIGHTLINES PTY LTD current terms and conditions of cartage, which are contained herein, with any alterations as may be notified to you from time to time.

I.....OF.....  
(person completing the form) ('the Company')

CERTIFIES THAT THE INFORMATION HEREIN SUPPLIED IS FURNISHED FOR THE PURPOSE OF ESTABLISHING A CREDIT ACCOUNT WITH **CLEVELAND FREIGHTLINES PTY LTD** AND THE CUSTOMER AGREES TO BE BOUND BY THE ABOVE TERMS.

SIGNED FOR AND ON BEHALF OF THE CUSTOMER: .....

PLEASE PRINT NAME:.....

POSITION:.....

DATED:.....

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## CONDITIONS OF CARTAGE PAGE 1 of 2

The cartage of the goods specified herein by the Carrier for and on behalf of the Sender shall be subject to the following conditions:

“**CARRIER**” means and includes CLEVELAND FREIGHTLINES PTY LTD; it's servants, agents or subcontractors;

“**RECEIVER**” shall mean and include the receiver of the goods and any person acting on behalf of any such person;

“**SENDER**” shall mean and include any person delivering the goods to the carrier or owning or being entitled to the possession of the goods and anyone acting on behalf of any such person;

“**GOODS**” shall mean the goods described herein and shall include any wrapping, packaging, container, transportable tank, flat pallet, parcel, case, crate and all the contents thereof;

“**PERSON**” shall include any corporate body whatsoever;

“**SUBCONTRACTOR**” shall mean and include any person with whom the Carrier may arrange from time to time for the carriage of the goods and any person who shall be the servant, agent, employee or subcontractor of any such person;

“**WORDS**” importing the male gender include the female and neuter genders and words importing the singular shall include the plural;

1. The Sender expressly warrant that the Sender is either the owner or is the duly authorised agent of the owner of the goods and by entering into this agreement the Sender accepts on behalf of the owner of the goods these conditions of cartage.
2. The Carrier expressly is not a Common Carrier and shall not be liable to any person in respect of any loss or damage whatsoever to any goods including any consequential loss or loss or damage occasioned by the misdelivery or nondelivery of such goods or loss or damage to such goods while the same are in the custody or under the control of the Carrier or its Subcontractor. The loss or damage referred to shall mean and include without limiting the foregoing loss or damage caused by the negligence or wilful act or default of the Carrier, its Subcontractor or others whether or not such loss or damage is foreseeable or contemplated by the Carrier.
3. The Carrier shall be at liberty to refuse the carriage of any goods at any time as it in its absolute discretion sees fit.
4. The Carrier shall not be bound to deliver the goods to the Receiver on or before any due date and shall not be liable to the Sender or the Receiver or any other person in the event of the nondelivery of the goods by any due date.
5. Insurance for the goods will not be affected by the Carrier except at the Senders expense and upon the express instructions of the Sender in writing to the Carrier. If the Sender shall require that the goods be insured then he shall pay unto the Carrier such sum as is requested by the Carrier being the applicable insurance premium plus a sum being ten per centum (10%) thereon.
6. The description and particulars including particulars of the mass, of the goods set out on the face hereof are provided by the Sender and the Sender warrants to the Carrier that the same are true and correct. The Sender shall indemnify and save and keep harmless the Carrier in respect of any damage, loss, fine or penalty suffered or incurred by the Carrier in the event that any such particulars are not correct.

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## **CONDITIONS OF CARTAGE**

### **PAGE 2 of 2**

- 7.** The Sender warrants to the Carrier the adequacy and suitability for the purposes of carriage any packaging, wrapping, container, transportable tank, pallet, parcel, carton or case which has been supplied for on behalf of the Sender and will indemnify the Carrier against any loss arising out of the lack of adequacy or suitability of such packaging, wrapping, container, transportable tank, pallet, parcel, carton or case.
- 8.** The price payable by the Sender to the Carrier shall be such freight charge as is described herein and such sum shall become immediately due and payable forthwith upon the delivery of the goods to the Carrier notwithstanding that the goods, or some of them may not be delivered by the Carrier or the Subcontractor to the Receiver.
- 9.** All representations and warranties are hereby excluded except as are included in these conditions of carriage and these conditions of carriage shall constitute the whole of the contract between the Carrier and the Sender.
- 10.** The Sender hereby authorises the Carrier to enter into at its absolute discretion any contract with any other person for the carriage of the goods. Any such contract shall be deemed to be agreed to by the Sender upon delivery of the said goods to such subcontractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier.
- 11.** It is acknowledged by the Sender that the person delivering the goods to the Carrier for cartage is duly authorised by the Sender to sign this document for and on behalf of the Sender.
- 12.** It is hereby acknowledged that in the event of any provision of these conditions being unenforceable for any reason whatsoever then the same shall be severed from the remainder of the conditions and shall not effect the enforceability of the remainder of the conditions.