



ABN: 15 031 912 710 ACN: 089 693 238

Address: 132 – 134 Johnston St  
Fitzroy Victoria 3065  
Postal: PO Box 1009  
Collingwood Victoria 3066  
Tel: 03 8415 0544  
Email: [accounts@lwgroup.com.au](mailto:accounts@lwgroup.com.au)

## Terms & Conditions

These terms and conditions form part of the “Conditions of Carriage” of goods. They are to be read in conjunction with the applicable rates. Customer acceptance of the rates, terms and conditions is requested below. Even where customer acceptance is not formerly received through signed acknowledgements, from the date of this correspondence, any services are provided in accordance with these rates, terms and conditions.

**1. The Customer acknowledges that:**

- LW Group Pty Ltd (“LW Group”) acts solely as a broker/agent on behalf of its customers and negotiates and arranges for goods to be carried on behalf of the Customer by an independent carrier recommended to the Customer by LW Group (“Carrier”).
- The goods are carried by the Carrier on behalf of the Customer on the standard terms and conditions of the Carrier (which may be contained in the consignment note which is provided to the Customer prior to the goods being picked up from the Customer for delivery or as appears in the website of the Carrier).
- LW Group is not a common carrier and accepts no liability as such;
- LW Group is not liable to the Customer for any claim for loss or damage which may be sustained by the Customer in the course of its goods being carried, or stored in the course of carriage, by the Carrier.
- The goods are at the risk of the Customer from the time they come under the control of the Carrier and any claims for loss or damage which may be sustained by the Customer can only be made against the Carrier.
- LW Group recommends that the Customer insure its goods in the course of carriage by the Carrier.
- The Customer is not entitled to offset, legally or equitably, against the account of LW Group for any loss or damage claimed by the Customer from either or both of the Carrier or the insurer of the Customer. However, LW Group will provide such assistance to the Customer as it is reasonably able to assist the Customer in any such claim for loss and damage made to the insurer of the Carrier or of the Customer. To avoid any misunderstanding, the assistance to be provided by LW Group to the Customer does not include any legal costs and fees which may be incurred by the Customer in pursuing any such claim for loss or damage.

**2. Special rate concessions are subject to re-negotiation or withdrawal under the following circumstances.**

- No trading occurs for a period six (6) consecutive weeks.
- The average nett monthly trading value does not comply with the average figures stated.
- The freight movement mix is not consistent with the destinations and volumes provided.

**3. Standard trading terms of nett fourteen (14) days payment apply.**

**4. LW Group reserves the right to review and discuss rates and surcharges on a periodic basis.**

**5. Kilogram charges are based on the greater of dead weight or cubic volume converted at the cubic allowance stated unless otherwise specified and agreed upon.**



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## Terms & Conditions – Continued

6. Additional fees and surcharges will apply for the following:
  - Dangerous Goods – all consignments are accepted on the basis that no undeclared dangerous goods will be lodged for shipment. A surcharge is applicable to the carriage of all dangerous goods.
  - Dangerous or hazardous goods must be shipped in accordance with the specific guidelines as detailed by the individual Carriers consignment note.
  - Pickups and deliveries performed in the metro areas either after hours or on weekends may incur applicable surcharges.
  - A re-delivery fee may apply for each re-delivery attempt.
  - Additional costs may be incurred to source specific information requested ie: archived proof of deliveries.
7. Any excess weights will be charged at scheduled kilogram weights this applies to prepaid items only.
8. Cash, jewellery, precious stones, metals, dangerous goods or hazardous goods cannot be shipped via Prepaid Products.
9. All rates and charges are subject to 10% GST which will be shown separately on invoices/statements against each consignment.
10. **Conditions of Carriage:** LW Group and incumbent suppliers are classified as not common carriers. Goods are carried and stored subject to conditions of carriage as shown on the reverse of applicable consignment notes.