

Rates & Terms

Rocklea Cold Storage & Distribution

Freezer, Chiller, & Dry Storage

TEL: (07) 3848-0999 Fax (07) 3848-0899
83 Medway Street Rocklea QLD 4106
www.rockleacoldstorage.com.au

STORAGE AND HANDLING PROCEDURES

STORAGE

The storage fee is calculated on a per week (or part thereof) and per pallet (or part thereof) basis. If a pallet is only in store for one day it is charged at a week's storage and, if it is only half a pallet, it is still using up one pallet space, therefore it is charged as one full pallet.

A pallet is classed as a cubed pallet, one which fits into the racking system in the warehouse. Any overly high or large pallet will be broken down onto the necessary number of pallets. Any pallet with mixed stock on it will be separated and only one line will be stocked on a single pallet at a time.

Our week ends midnight Sunday. Stock-take is taken of all pallets in store at the end of the week. This figure will become the opening stock count for the next week. Storage is charged on the maximum number of pallets in store for the week, which may or may not necessarily be the balance as at the end of the week.

HANDLING IN/OUT

The inwards handling fee is charged on receipt of product into our warehouse. Outward handling fees apply to each outward movement, whether full pallet or part pallet.

ADDITIONAL CHARGES

Standard operating hours are: Monday to Friday 6:00am to 4:00pm. By prior arrangement, goods may be delivered or accessed outside these hours and on Public Holidays, however an additional charge will be made for this service. Rates will vary depending on the circumstances. Please enquire.

On termination of storage with Rocklea Cold Storage all fees must be finalised before release of remaining goods. (As such credit terms to debtor no longer applies)

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CONDITIONS OF CARTAGE

1. Rocklea Cold Storage Transport (hereinafter referred to as “the Carrier” which term includes its servants, agents and subcontractors) is not a common carrier and does not accept liability as such. The Carrier reserves the right to refuse any carriage of goods for any person or the carriage of any class of goods at its discretion.
2. The Carrier shall not be liable for any damage to or loss or misdelivery or non-delivery of any goods whether or not caused by negligence on the part of the Carrier and whether the good are in the course of the carrier or in storage.
3. The Carrier shall not be liable for any loss or damage suffered by the consignor or consignee by reason of the late delivery of or any delay of any goods whether or not caused by negligence on the part of the Carrier.
4. Insurance of goods will not be effected by the Carrier for the benefit of the consignor except on his express instructions in writing and then only at his expense and on lodgement of a declaration as to the value prior to collection.
5. It is agreed that all rights immunities and limitations of liability granted to the Carrier by the before mentioned provisions shall be of full force and effect in all circumstances and notwithstanding any breach of the Contract by the Carrier.
6. It is agreed that the proper law of this contract and the law governing this Contract is the law of the state of Queensland.
7. No employee, servant or officer of the Company has authority to vary, to depart from, to exclude or to waive any of these conditions of cartage in respect of any Contract for Cartage unless the same shall have been approved in writing under the hand of the Queensland Manager of the Company.

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CONDITIONS FOR COLD STORAGE

1. Unless otherwise specified "Cold Store" shall refer to the Cold storage facility owned and operated by Rocklea Cold Storage Refrigerated Transport.
2. Goods are received into Cold Store "quality, quantity, contents and condition unknown"
3. All goods and/or packages shall be clearly and distinctively and indelibly branded.
4. The goods will be stored in bulk or in assorted lots in freezer or Chiller at the discretion of Rocklea Cold Storage & Distribution. (hereinafter referred to as "Rocklea Cold Storage")
5. All goods shall be tallied into the Cold store. If the storer or his representative is not present at the time of receipt, the Cold Store's tally shall be accepted as final.
6. The expression "storer" primarily means the person in whose name the goods are for the time being stored but where the context reasonably permits shall include any person being the beneficial owner or mortgagee of the goods. The cold store may at its discretion act upon instructions received from the person in whose name the goods are stored or from the beneficial owner or from the mortgagee. In case of partnership or joint ownership each co-owner shall be deemed to have authority to bind all co-owners. Liability of those responsible (including the beneficial owner and mortgagee) shall be joint and several.
7. Goods are stored at storer's sole risk; insurances shall be his responsibility.
8. The store warrants:
 - (a) that the goods stored are owned by the storer and that the storer has full right power authority to store the same with Rocklea Cold Storage.
 - (b) that the goods are, and will remain, free from any deleterious or objectionable matter or odour which may prejudicially affect any other goods in the Cold Store.
9. The storer shall be liable for all storage and other charges payable in respect of the goods up to the time of delivery from store (including day of delivery) or as provided in the Cold Store's Schedule of Rates. All charges shall be payable from time to time and before removal of goods.
10. Storage and other charges shall be charged at Rocklea Cold Storage Schedule of Rates from time to time current during period of storage. Storage and other charges from time to time payable by the storer whether in respect of the goods comprised herein or in respect of other goods shall stand charged upon the goods comprised herein and also upon such other goods as are from time to time in store in the name of the storer or belonging to him and Rocklea Cold Storage. Shall have a general lien upon all such goods including the right to sell the same.
11. Customers should seek advice as their rights. The Cold Store shall not be liable to the storer for any loss injury or damage whether direct or indirect suffered by the storer as a result of any damage from any cause whatsoever to the goods stored and in particular arising from damage or destruction by fire, theft, storm, flood, tempest or water or from negligence or alleged negligence of or any act of omission or commission of the Cold Store or its servants or agent and without prejudice to the generality of the foregoing the Cold Store shall not be liable for any loss or damage:-
 - (a) suffered by non-delivery or delayed delivery of the goods stored;
 - (b) resulting from or contributed to by chilling, freezing or storage of the goods or from the contact of the goods with or their proximity to other goods or variations in or wrong temperature or sweating, evaporation, leakage, breakage, shrinkage, deterioration, fermentation, wasting, decay, putrefaction or contamination of the goods or by vermin;
 - (c) resulting from or contributed to by strikes, lock-outs, shortage of labour, defect in or breakdown of plant or premises;
 - (d) caused or contributed to by the Cold Store using or not using labour, machinery or plant the use or non-use of which it in its absolute discretion considered might precipitate cause or aggravate or strike or entail risk to the goods or business of the Cold Store or to any one or more of its customers;
 - (e) resulting from or contributed to by any circumstances within or beyond the reasonable control of the Cold Store.
12. Notwithstanding anything herein contained, the Cold Store shall continue to be subjected to any implied warranty or condition 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 the warranty or condition. The liability of the Cold Store for the breach of any warranty or condition so implied (other than in the case of a contract for the supply of services ordinarily acquired for personal, domestic or household use or consumption) shall be limited to the supply of the services again or, at the Cold Store's option, the payment of the cost of having the services supplied again.

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13. The storer shall keep the Cold Store informed from time to time of any changes of ownership or address.
14. Notices to storer may be given to the person in whose name the goods are for the time being stored any notice so given shall be regarded as due notice to such person or to a beneficial owner or mortgagee shall be deemed to be notice to the storer. Notices may be given orally or by memorandum in writing delivered personally or posted to the addressee at the address recorded in Rocklea Cold Storage books or at the address last known to Rocklea Cold Storage or may be given by notice in a daily newspaper published in the capital city of the State in which Rocklea Cold Storage is located. A notice so posted shall be deemed to have received by the storer at the time when in the ordinary course of post it should have been delivered; a notice so published shall be deemed to be given on the date of publication.
15. The Cold Store may require the storer's written instructions and the surrender of storage receipt and any relative warrant as a condition precedent to delivery of any goods but Rocklea Cold Storage may at its discretion deliver in accordance with the written or oral request of the storer or of any person purporting to be the owner of the goods or to be the agent of the storer or of such owner and Rocklea Cold Storage shall not be liable for any loss to the storer occasioned thereby. In particular Rocklea Cold Storage shall be at liberty upon presentation and surrender of the relevant receipt and a request for delivery to treat the person making such presentation and request as a duly authorised agent of the storer and as a person authorised to accept delivery. Rocklea Cold Storage shall not be bound to deliver identical goods and reserves the right to deliver in or towards satisfaction of the goods comprised herein other goods of similar description and with similar or different markings.
16. If goods comprised in any receipt or warrant are delivered by request as provided in Clause 15 hereof and if warrant and receipt be not surrendered the storer shall hold Rocklea Cold Storage indemnified against all claims whatsoever and at whatsoever instance in respect of the warrant and receipt and/or relative goods.
17. Goods are stored during the pleasure of Rocklea Cold Storage and shall be removed, the relative receipt and warrant surrendered and all storage charges paid by the storer, if and when required by Rocklea Cold Storage. Rocklea Cold Storage may at any time with or without notice and at the storer's expense and if thought fit sell or destroy:-
 - (a) all or any of the goods which in the opinion of Rocklea Cold Storage shall be or become deteriorated, objectionable or unwholesome or a source of danger or contamination, and
 - (b) all or any goods which the storer has been called upon by Rocklea Cold Storage to remove within a specified time and which the storer has failed to remove within that time, and
 - (c) all and any goods over which Rocklea Cold Storage shall have a general lien under condition 9 hereof and in respect of which Rocklea Cold Storage has called upon the storer to pay all charges on goods covered by such general lien within a specified time and the storer has failed to pay all such charges within that time.In case of any sale pursuant to this Clause or to Clause 9 hereof no exception shall be taken upon the ground that any price realised is less than the market value but proceed after deduction of expenses and charges and any other moneys payable by the storer to Rocklea Cold Storage shall be accounted for by Rocklea Cold Storage.
18. The storer shall be deemed to have received in good order and condition from store goods comprised herein and in any order pursuant to which delivery purports to be made unless notice in writing to the contrary, specifying details, be given by the store to Rocklea Cold Storage within 24 hours of such delivery.
19. The responsibility of Rocklea Cold Storage in outward deliveries ceases to exist at Rocklea Cold Storage cold store door, and any charges arising thereafter due to any cause whatsoever are the responsibility of the storer of the goods; if the goods are returned to store the appropriate charges shall be made in accordance with the condition of the goods.
20. All goods shall be tallied out of the colds store if the storer or his representative is not present at the time of delivery. Rocklea Cold Storage tally and description of goods shall be accepted as final.
21. An inwards receipt shall not constitute a document of title to goods or be negotiable nor shall any right of the storer there under be assignable Rocklea Cold Storage shall not be bound to recognise any person other than the person recorded as the storer as the owner of the goods or as having any interest in them.
22. The rental in respect of a cold room shall be deemed a charge within the meaning of Clause 9 and 16 hereof and Rocklea Cold Storage lien and right of sale shall extend to and include all goods stored in whose name the cold room is rented. Rocklea Cold Storage shall also have the same rights in relation to all goods stored in a cold room as Rocklea Cold Storage would have if all such goods therein had been stored at Rocklea Cold Storage by the storer in whose name the cold room is rented and all the Standard Conditions for the Cold herein contained shall apply to such goods.
23. Where the context permits singular includes plural and male gender includes female and neuter gender.

I _____ of _____
have read pages 1 to 4 and agree to it in full

Name _____

Sign _____