



## TERMS AND CONDITIONS OF CARRIAGE

### INTRODUCTION

- A. These Terms and Conditions states the terms and conditions on which **LCR Group Pty Ltd** ABN 78 095 626 798 798 (herein "**LCR Group**") will offer the provision of the Carriage to the Customer.
- B. The Customer hereby accepts the provision of the Carriage by LCR Group on the terms and conditions of these Terms and Conditions.
- C. Unless a formal written agreement has been executed by LCR Group and the Customer to govern the provision of the Carriage, these Terms and Conditions will be the sole authority for governing the provision of the Carriage by LCR Group to the exclusion of all others.

### 1. DEFINITIONS

- 1.1 In this document, unless the contrary intention appears:

**CWD** means a "Container Weight Declaration" or a legal declaration of the weight of a container and its contents;

**Carriage** means the whole of the operations and services undertaken by LCR Group as specified in these Terms and Conditions and including transportation, storage, packaging or handling or other related services. The term includes the towing of a trailer;

**Carriage Charges** means the amount charged for the Carriage of Goods under these Terms and Conditions;

**Chain of Responsibility** means any State, Territory or Commonwealth legislation or regulations based on or adapted from the provisions of the National Transport Commission (Road Transport Legislation - Compliance and Enforcement Bill) Regulations 2006 or National Transport Commission (Road Transport Legislation - Compliance and Enforcement Regulations) Regulations 2006 as approved by each State and Territory Government; and any State, Territory or Commonwealth legislation or regulations in respect of driver fatigue management;

**Charges** means all amounts charged for the Carriage of the Goods under these Terms and Conditions, including but not limited to Carriage Charges and Demurrage Charges) and any other charges payable by the Customer under the terms of these Terms and Conditions;

**Claim** means any claim, notice, demand, debt, account, lien, Liability, action, proceedings or suit, whether arising at Law (including breach of contract) or in equity (including restitution), by statute, in tort (including negligence) or for restitution;

**Consignee** means the person, organisation, business or company who receives the Goods upon Delivery by LCR Group;

**Consignment Note** means a hard copy consignment note in a form approved by LCR Group and completed by the Customer.

**Consignor** means the person, organisation, business or company who consigns Goods to LCR Group for the purposes of LCR Group providing the Carriage;

**Container** means a re-usable container that is designed for the transport of goods by one or more modes of transport and includes any container, trailer, tilt, igloo, wagon, transportable tank, flat pallet or any other unit load device used to consolidate Goods;

**Customer** means any person, organisation, business, company or body corporate who requests the Carriage from LCR Group together with any subsidiary or associated company as defined by the *Corporations Act 2001* (Cth) and with whom LCR Group contract and includes its officers, employees, servants, agents, contractors or subcontractors and their employees and if more than one in relation to any Carriage, whoever LCR Group designate is responsible for the request of the Carriage;

**Contractual Route** means the manner of Carriage that LCR Group may utilise in its own discretion during the provision of the Carriage and any deviation thereto and includes the means of transport, routes (whether usual, unusual, direct, indirect or customary), loading, unloading, departure, place or call, stoppages, destination, arrival, discharge, delivery or any other ways whatsoever given by any government authority or any person or body acting or purporting to act with the authority of such government authority;

**Dangerous Goods** means cargo which is noxious, hazardous, inflammable, explosive or offensive (including radioactive materials) or may become noxious, hazardous, inflammable, explosive or offensive or radioactive or may become liable to cause damage to any person or property whatsoever whether prescribed by laws or otherwise.

**Delivery** means leaving the Goods at the Place of Delivery, or as close to that as LCR Group reasonably and practically can, and "Deliver" and "Delivered" have corresponding meanings

**Demurrage Charges** means the amounts charged for any delay caused by the Customer including but not limited to a delay in loading or unloading the Goods which exceeds a two (2) hour time limit;

**GST** means any tax imposed by or through the GST Law on a supply (without regard to any input tax credit) including, where relevant, any related interest, penalties, fines or other charges to the extent they relate to a supply under these Terms and Conditions;

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Goods** means the Goods accepted from the Customer and includes any Container not supplied by or on behalf of LCR Group;

**LCR Group** means LCR Group Pty Ltd (ABN 78 095 626 798) of 494 Nudgee Road, Hendra, Queensland and includes its officers, employees, servants, agents, contractors or Subcontractors;

**Liability** means any Liability (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the Liability occurred including Liability for any consequential or indirect losses, economic losses or Loss of profit;

**Loss** means all damage, loss, cost, and expense (including legal costs and expenses of whatsoever nature or description) howsoever arising including in contract, tort (including negligence), indemnity, under statute including any consequential or indirect losses,

economic losses, loss of profits, loss of use, loss of contracts, business interruption, loss of revenue, financing costs or anticipated savings or any fine, levy, charge or other monetary imposition to which LCR Group may become liable incidental to the Carriage, and resulting from any breach of the Customer of these Terms and Conditions;

**Party** means a party to these Terms and Conditions;

**Place of Delivery** means the place or address on the Consignment Note or as LCR Group are notified otherwise by the Customer as the address to which the Goods must be delivered by LCR Group to the Consignee;

**Place of Dispatch** means the place or address on the Consignment Note or as LCR Group are notified otherwise by the Customer as the address to which the Goods are to be collected by LCR Group for the purposes of LCR Group providing the Carriage;

**Storage** means the whole of the operations and services undertaken by LCR Group in respect of the Goods in receiving, storing and subsequently making the Goods available for collection;

**Storage Period** means the period of storage (if any) designated by these Terms and Conditions;

**Subcontractor** means any Subcontractor of LCR Group and includes its officers, employees, agents, contractors or subcontractors; and

**Terms and Conditions** means these Terms and Conditions of Carriage which give effect to the provision of the Carriage by LCR Group and includes any other terms and conditions contained in any quotation or any other document incorporated by reference herein. In the event of any inconsistency, the terms of any quotation to which these Terms and Conditions of Carriage are attached shall take precedence.

### 2. ENTIRE UNDERSTANDING

- 2.1 These Terms and Conditions:

(a) contains or incorporate by reference the entire agreement and understanding between the Customer and LCR Group, on everything connected with the subject matter of these Terms and Conditions; and

(b) supersedes and merge any prior agreement or understanding on anything connected with that subject matter, and

there is no other understanding, agreement, warranty or representation whether express or implied that in any way defines, extends, relates or binds the parties with respect to these Terms and Conditions.

### 3. CARRIAGE AND DEMISE

- 3.1 LCR Group undertakes, subject to the Terms and Conditions herein, to procure the Carriage of the Goods from the Place of Dispatch to the Place of Delivery and or procure the Storage of the Goods for the Storage Period.

- 3.2 The Carriage commences when LCR Group receives the Goods at the Place of Dispatch and will cease when the Goods are Delivered.

- 3.3 The Consignee will take Delivery of the Goods as soon as LCR Group is ready to deliver them.

- 3.4 Where the Consignee fails or is unavailable to take Delivery of the Goods or the Place of Delivery is unattended and whether or not the Customer or the Consignee has provided us with a duly signed written authority to do so, LCR Group may, at its sole discretion and at the Customer's sole cost and expense:

(a) deposit the Goods at the Place of Delivery (by unloading the Goods and or storing the Goods in the open or under cover);

(b) store the Goods as an agent of the Customer and at the Customer's sole risk and the Customer will be liable for and agrees to indemnify LCR Group for all costs and expenses incurred in relation to such storage; or

(c) re-deliver the Goods to the Consignee or the Consignor and the Customer will be liable for any additional Carriage costs incurred by LCR in the re-delivery of the Goods,

which shall be conclusively deemed to be due Delivery of the Goods and any responsibility that LCR Group has in respect of the Goods will cease.

- 3.5 The Customer hereby releases LCR Group of any Liability for any Loss, damage or other Liability occasioned to any items or any Claims by the Customer, the Consignee or any other party having an interest in the Goods. The Customer hereby indemnify LCR Group and will keep LCR group indemnified against any Claim for Loss, damage or other Liability occasioned by LCR Group as a result of acting in accordance with the provisions of this clause 3.4.

- 3.6 LCR Group is not a common carrier and does not undertake the obligations or Liability of a common carrier and will accept Goods for carriage only on these Terms and Conditions.

- 3.7 LCR Group reserves the right to refuse the Carriage or transport of Goods for any person, corporation or company and the Carriage or transport of any class of Goods at its sole discretion and without being bound to give any reason for such refusal.

- 3.8 LCR Group at its discretion may subcontract all or any part of its obligations contained within these Terms and Conditions.

### 4. CUSTOMER WARRANTIES AND ACKNOWLEDGMENTS

- 4.1 The Customer warrants that:

- (a) it is the owner or the authorised agent of the person(s) owning or having an interest in the Goods and have full power, capacity and authority to agree to these Terms and Conditions with respect to the Goods and to deal with the Goods or any part thereof as contemplated by these Terms and Conditions (including to send the Goods to the Consignee); and
- (b) it accepts these Terms and Conditions for itself and as authorised agent for the Consignor and or Consignee and for any person having an interest in the Goods or for whom the Customer is acting;
- (c) the person consigning any Goods to LCR Group for Carriage and/or Storage is authorised to accept these Terms and Conditions for the Customer and by such signature or by the signature of any other person acting for the Customer, the Customer accepts these Terms and Conditions;
- (d) the Goods are suitable for Carriage and Storage and have been packed, labelled and prepared by the Customer in a manner adequate to withstand the rigours of Carriage and Storage having regard to their nature and in compliance with all laws and regulations which may be applicable during the Carriage;
- (e) the details of description, items, pallet space, nature including whether the Goods are Dangerous Goods), quantity, weight, quality, value and measurements supplied are correct;
- (f) the Customer will be responsible for any costs and risks incurred by LCR Group where LCR Group has relied on any details provided by the Customer in accordance with clause 4.1(e) of these Terms and Conditions in making arrangements for transportation and the actual details of the Goods differ to that information provided by the Customer;
- (g) that the Goods to be transported are not illegal or prohibited by any law or regulation to be transported;
- (h) the Customer (whether or not the Customer is the Consignor or Consignee), must ensure that:
- any loading or unloading equipment supplied by the Customer, Consignor or Consignee complies with all applicable laws and is suitable for loading or unloading the Goods in a safe or reasonably safe manner; and
  - access is made available for the loading or unloading of the Goods in a safe or reasonably safe manner;
- (i) where the Customer is not the Consignor, the Customer must satisfy itself that the Consignor has done everything necessary to ensure that the Customer does not breach any of the warranties under these Terms and Conditions. and
- (j) it will not make any warranty to a third party about the performance of LCR Group's obligations under these Terms and Conditions, or make an undertaking to a third party which requires that LCR Group perform its obligations under these Terms and Conditions.
- 4.2 The Customer acknowledges that:
- no representations have been made by any employee or agent of LCR Group to the Customer.
  - LCR Group enters into an agreement including these Terms and Conditions for and on behalf of itself and its servants, agents, contractors or Subcontractors, all of whom will be entitled to the benefit of these Terms and Conditions and will be under no Liability whatsoever to the Customer or anyone Claiming through the Customer in respect of the Goods.
- 5. CHAIN OF RESPONSIBILITY**
- 5.1 The Customer acknowledges and understands:
- that on 10 February 2014 the national Chain of Responsibility scheme was implemented for facilitating and regulating the use of heavy Vehicles on roads through the commencement of the *Heavy Vehicle National Law 2012* ("HVNL"), which replaces existing laws governing the operation of all Vehicles over 4.5 tonnes gross Vehicle mass in Queensland, New South Wales, Victoria, South Australia, the Australian Capital Territory and Tasmania; and
  - under the national scheme, all parties in the road transport supply chain (including the consignor, consignee, packer, loader and scheduler, drivers, owner-drivers and operators as well as directors, partners and managers) could be held responsible for their actions (or inactions) relating to breaches of the road transport, fatigue, speed, mass, dimension and load restraint Laws.
- 5.2 The Customer further acknowledges and understands that object of this Law creates a regulatory framework that:
- establishes an entity (the National Heavy Vehicle Regulator); and
  - provides for the national registration of heavy vehicles; and
  - prescribes requirements about the following:
    - the standards heavy vehicles must meet when on roads;
    - the maximum permissible mass and dimensions of heavy vehicles used on roads;
    - securing and restraining loads on heavy vehicles used on roads;
    - preventing drivers of heavy vehicles exceeding speed limits;
    - preventing drivers of heavy vehicles from driving while fatigued; and
  - imposes duties and obligations directed at ensuring heavy vehicles and drivers of heavy vehicles comply with requirements mentioned in 5.2(b) on persons whose activities may influence whether the vehicles or drivers comply with the requirements.
- 5.3 Subject to the national Chain of Responsibility scheme and all other legislative requirements and notwithstanding the Customer's role (whether as Consigner, Consignee, Loader or as otherwise), the Customer is responsible to ensure that as a minimum:
- it does not encourage or reward a breach of mass, dimension, load restraint requirements.
  - its delivery requirements do not require or encourage drivers to:
    - exceed any speed limits;
    - exceed regulated driving hours;
    - fail to meet the minimum rest requirements; and
    - drive while impaired by fatigue;
- (c) in respect of mass and dimensions:
- the Goods to be carried do not exceed vehicle mass or dimension limits; and
  - the Goods to be carried do not cause the vehicle to exceed mass limits;
- (d) in respect of securing or restraining loads:
- the Goods are able to be appropriately secured;
  - the Goods are loaded in a way so it does not become unstable, move or fall off the vehicle; and
  - reasonable arrangements have been made to manage loading and unloading times; and
- (e) where a Container is used to transport the Goods a complying CWD is prepared and provide a copy for LCR Group or LCR Group's nominated driver before the container can be transported by road.
- 5.4 The Customer represents and warrants, that without limiting other compliance, reporting or record keeping requirements, the Customer must create and maintain records about compliance levels with all work health and safety obligations as contained in applicable work health and safety legislation, which must be provided to LCR Group as part of scheduled reviews and otherwise upon request, including after any identification of non-compliance by LCR Group, and after any incident.
- 6. FEES AND CHARGES**
- 6.1 The Charges are payable by the Customer without prejudice to LCR Group's rights against any other person. Responsibility for payment of Goods sent 'freight on delivery' will remain with the Customer at all times whether or not the Customer is the Consignee. Where the Consignee fails to pay within thirty (30) days the Charges will be paid by the Consignor. LCR Group reserves the right to reject the 'freight on delivery' payment terms at its own discretion.
- 6.2 Carriage Charges will be deemed fully earned as soon as the Goods accepted by LCR Group and removed by LCR Group from the Place of Dispatch and is non-refundable in any event.
- 6.3 Irrespective of whether the Goods have been Delivered to the Consignee or whether Goods which have been Delivered are damaged, the Customer must pay to LCR Group the Carriage Charges together with all other amounts referred to in these Terms and Conditions including (but not limited to):
- Demurrage Charges for the loading or unloading of Goods in excess of thirty (30) minutes due to any Customer delay;
  - any fuel levy imposed by LCR Group;
  - any toll charges incurred by LCR Group in connection with the Carriage of the Goods will be charged at cost plus fifteen (15) per cent;
  - any additional costs arising from heavy or over-dimensional transport including but not limited to those associated with traffic control, permits, police, pilots, escorts, equipment, bridge/road works, detours and/or otherwise complying with legal requirements will be charged at cost plus fifteen (15) per cent;
  - all other charges in relation to the Carriage of the Goods whether payable to LCR Group and/or third parties including excise and customs duties, shipping, customs, railway, port fees and any other like charges;
  - all government charges and taxes relating to these Terms and Conditions or the payments to be made under it, including sales tax and any tax in the nature of goods and services tax levied on all or any part of the Goods and/or the Carriage or any other services.
- 6.4 The Customer must pay to LCR Group:
- all Charges and other amounts stated in an invoice within thirty (30) days from the date of the invoice; and
  - costs and expenses incurred in the exercise or attempted exercise by LCR Group of LCR Group's rights under these Terms and Conditions, including collection agency fees (if permissible) and legal fees (calculated on a solicitor and own client basis).
- 6.5 The Customer must not withhold, or make deduction from, any payment under these Terms and Conditions without the prior written consent of LCR Group which shall not be unreasonably withheld.
- 7. GST**
- 7.1 Words used in this clause that are defined in the GST Law have the meaning given in that legislation.
- 7.2 Unless otherwise specified, all amounts payable under these Terms and Conditions are exclusive of GST and must be calculated without regard to GST.
- 7.3 If a supply made under these Terms and Conditions is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the Party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- 7.4 The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
- 7.5 If there is an adjustment to a taxable supply made under these Terms and Conditions then the Supplier must provide an adjustment note to the Recipient.
- 7.6 The amount of a Party's entitlement under these Terms and Conditions to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that Party is entitled in respect of those costs, expenses or liabilities.
- 8. INDEMNITY**
- 8.1 To the maximum extent permitted by law, the Customer is liable for and hereby indemnifies LCR Group against all Claims, Losses, actions, damages, costs (including legal costs) and expenses of any kind whatsoever (including statutory to the extent permitted by law and common law including contract, negligence and equity) arising directly or indirectly out of or in connection with:
- any breach of any applicable legislation (including but not limited to legislation relating to Chain of Responsibility and Dangerous Goods);

- (b) any breach of the Customer's obligations, warranties, representations and guarantees set out in these Terms and Conditions;
- (c) any Claims and demands whatsoever by whomsoever made in respect of any loss, damage or injury however caused;
- (d) any Claim, demand, fines or expenses whatsoever and by whomsoever made arising as a result of the Customer making an incorrect description or advising of incorrect weight of the Goods;
- (e) any Loss, damage or injury arising from any defective condition of the Goods or Storage of the Goods;
- (f) any Loss, damage or injury to LCR Group's Container/s or other equipment which occurs while in the possession or control of the Customer or which occurs due to the nature or condition of the Goods in such Container/s, including Loss resulting from the Customer's detention of any containers or any other equipment;
- (g) any negligent act or omission by the Customer (or of the Customer's officers, employees, agents, contractors or subcontractor);
- (h) any illness, injury or death of any of the Customer's officers, employees, agents, contractors or subcontractors in connection with the provision of the Carriage;
- (i) any Claim or demand relating to the Goods or the Carriage brought by, or Liability to, the Consignee, Consignor, owner or any other person who has or Claims to have or may have an interest in the Goods; and
- (j) a delay in payment of money under these Terms and Conditions.
- 9. SUBCONTRACTING**
- 9.1 LCR may, at its own discretion, subcontract on any terms the whole or any part of the Carriage.
- 9.2 Every employee, agent or Subcontractor of LCR Group will have the benefit of all provisions of these Terms and Conditions benefiting LCR Group as if such provisions were expressly for their benefit.
- 10. LIMITATION OF LIABILITY**
- 10.1 To the fullest extent permitted by law, the obligations of a bailor are excluded.
- 10.2 At all times and in all circumstances and for all purposes the Goods will be and remain at the sole risk of the Customer and LCR Group will be under no Liability whatsoever.
- 10.3 To the extent permitted by law:
- (a) all guarantees, terms, conditions, warranties, representations, undertakings, express or implied, statutory or otherwise, relating to these Terms and Conditions are excluded;
- (b) where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation in relation to these Terms and Conditions, LCR Group's Liability is limited (at LCR Group's election) to:
- (i) in the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or
- (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- 10.4 Without limiting the generality of clause 10.1 hereof, LCR Group will not be liable for:
- (a) any Loss or damage occasioned by any misdelivery, non-delivery, late delivery or pick up; or
- (b) any act or omission or neglect of the Customer, or compliance with the instructions of any person entitled to give them or insufficient or improper packing, or improper labeling or addressing forward by the Customer, handling, loading, storage or unloading the Goods by the Customer,
- 10.5 Without limiting the foregoing and to the maximum extent permitted by law, neither party will be liable for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by the other party or any other person and each party releases and indemnifies the other party from any such claim
- 11. INSURANCE**
- 11.1 The Customer is responsible for effecting insurance of the Goods at its own expense. LCR Group will not effect any insurance of the Goods for the benefit of the Customer or otherwise.
- 12. ROUTE DEVIATION AND DELAY**
- 12.1 The Customer authorises any deviation from LCR Group's usual route or manner of carriage which may in LCR Group's discretion be necessary.
- 12.2 The Customer agrees and authorises LCR Group at its discretion and at any time without notice to the Customer to:
- (a) use any means of transport or storage whatsoever. The Customer authorises LCR Group to adopt such specialist Carriage which may require the use of the services of other organisations or bodies necessary to ensure the safety of others (such as other road users) and to comply with all government requirements;
- (b) proceed by any route whether or not it is the nearest or most direct or customary route; and
- (c) comply with any order, directions or recommendation as to loading, unloading, departure, routes, place or call, stoppages, destination, arrival, discharge, delivery or any other ways whatsoever given by any government authority or any person or body acting or purporting to act with the authority of such government authority.
- 12.3 Any action taken by LCR Group under this clause 12 and any delay resulting therefrom shall be deemed to be included within the Contractual Route and shall not be a deviation.
- 13. STORAGE**
- 13.1 Where LCR Group effects arrangements for storage or preservation of the Goods it does so as agent of the Customer and solely at the Customer's risk and expense.
- 13.2 Where the Customer requires LCR Group to store the Goods the Customer will provide an inventory of the Goods to LCR Group prior to storage. LCR Group will be entitled to check the inventory and provide its own inventory of the Goods received at the time of receipt. LCR Group will provide the Customer with a copy of the inventory. Should the Customer sign the inventory, the inventory will be conclusive evidence of the Goods received by LCR Group. Such inventory will disclose any visible items but not any contents unless the Customer requires in which case LCR Group will be entitled to make a reasonable charge for preparation of such further inventory. Inspection of the Goods will be at the Customer's risk.
- 14. LOADING REQUIREMENTS**
- 14.1 If LCR Group accepts pallets or other packing devices from the Customer (and or the Consignor), LCR Group will do so on the basis that all charges pertaining to the pallets, packing devices or other material will be paid by the Customer.
- 14.2 If a crane lift or forklift is required for the loading or unloading of the Goods, the Customer will provide the crane lift or forklift at the cost of the Customer, unless otherwise agreed by LCR Group.
- 15. DANGEROUS GOODS**
- 15.1 The Customer shall not tender for Carriage of any Dangerous Goods, including but not limited to volatile spirits or explosive Goods or Goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any property whatsoever, without presenting a full description disclosing the nature of such Goods and in any event shall be liable for all loss and damage caused thereby.
- 15.2 LCR Group (in its own discretion) reserves the right to refuse the Carriage of any Dangerous Goods.
- 15.3 In the event that the Goods are found to be Dangerous Goods they may be destroyed or otherwise dealt with at the sole discretion of the LCR Group or any other person in whose custody they may be at the relevant time.
- 16. NOTICE**
- 16.1 Any notice, demand, termination procedure or other communication relating to these Terms and Conditions must be either personally served on a Party, left at the Party's current address or sent to a Party's current address by pre-paid ordinary mail, or by email to the Party's current email for service.
- 17. GENERAL**
- 17.1 The Customer agrees that, as and from the date which is thirty (30) days after the date of receipt of such communication or upon issuing any other direction to LCR Group for the provision of the Carriage, whichever is the earlier, it shall be legally bound by such revised Terms and Conditions and its sole remedy in the event it does not accept the revised Terms and Conditions shall be to give LCR Group immediate notice to terminate these Terms and Conditions without penalty.
- 17.2 The parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other Party to carry out and effect the intent and purpose of these Terms and Conditions.
- 17.3 LCR Group and the Customer acknowledge and agree that:
- (a) all the provisions of these Terms and Conditions are reasonable in all the circumstances and that each provision is and will be deemed to be severable and independent.
- (b) these Terms and Conditions is subject to all compulsory rules and requirements of law to the intent and effect that if any provision in these Terms and Conditions is to any extent inconsistent with any such rules or requirements, such provision will to that extent, but no further, be deemed not to form part of these Terms and Conditions and will not affect the validity or enforceability of the remaining provisions.
- (c) regardless of any other term of these Terms and Conditions, LCR Group will continue to be subject to any condition or warranty implied by the *Competition and Consumer Act 2010* (Cth) and if applicable that Act will prevent the exclusion, restriction or modification of any such condition or warranty.
- 17.4 These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Queensland and any proceedings with respect of any matter of things against these Terms and Conditions shall be instituted or carried on in the State of Queensland only.
- 17.5 Neither Party will be responsible for any act or thing due to an event the cause of which is beyond that Party's control.
- 17.6 Any variation of or to these Terms and Conditions will not have any effect whatsoever unless such variation is reduced to writing and signed by LCR Group and the Customer.
- 17.7 Failure of a Party to exercise any or all of its rights or powers under these Terms and Conditions at any time and for any period of time shall not constitute a waiver of any of that Party's rights or powers arising pursuant to these Terms and Conditions.
- 17.8 Any agreement comprising these Terms and Conditions may be executed in any number of counterparts, all of which taken together constitute one and the same document.
- 17.9 The Hirer consents to the assignment of any agreement incorporating these Terms and Conditions by LCR Group upon written notice to the Customer.
- 18. INTERPRETATION**
- In these Terms and Conditions, unless the context indicates a contrary intention:
- (a) words denoting the singular number include the plural and vice versa;
- (b) words denoting individuals include corporations and vice versa;
- (c) a reference to any Party to these Terms and Conditions includes their executors, administrators, successors and permitted assigns including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (d) these Terms and Conditions will, if the Customer comprises more than one person, bind such persons jointly and severally;
- (e) headings are for convenience only, and do not affect interpretation;
- (f) references to clause and sub-clauses are references to clauses and sub-clauses in these Terms and Conditions;
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) the word **includes** in any form is not a word of limitation; and
- (i) a reference to these Terms and Conditions includes any subsequent variation of these Terms and Conditions.