



TERMS OF SERVICE

Policy 2.02

Abstract

Terms of Service applies to DK Prestige Haulage (ABN: 3993 845 2047) This explains the standard terms of service of DK Prestige Haulage.

Exclusions

This does not include DK Prestige Haulage's collection and handling of personal information that is covered by the Australian Privacy Act 1988 (Cth) ("Privacy Act"). Please refer to our Privacy Policy available at www.dkprestigehaulage.com

Contents

DK Prestige Haulage - Terms of Service	3
1. Introduction	3
2. Definitions	3
3. Not a Common Carrier	3
4. Sub-Contractors	4
3. Consumer Rights	4
4. Charges and Payment Obligations	4
5. Payment Methods and Taxation	6
6. Your Promises	6
7. Dangerous Goods	8
8. Delivery	9
9. Our Warranty	9
10. Our Liability for Loss or Damage to Your Vehicle	10
11. Claims for Loss or Damage to Your Vehicle	10
12. Confidentiality	11
13. Privacy	11
14. Force Majeure Event	12
15. Termination	12
16. Governing Law	13
17. Disputes	13
18. Variation	13
19. Contact	14
20. Effect of Policy	14
Schedule 1	15
Table of Charges	15

DK Prestige Haulage - Terms of Service

1. Introduction

This agreement is entered into between **DK Prestige Haulage** ("we," "us," or "our") and you ("you" or "your") as the customer engaging our services. These Terms and Conditions ("Conditions") govern the provision of services by us and form a legally binding contract.

By making a booking for our services, including via our online booking portal, you acknowledge that you have read, understood, and agree to these Conditions. This agreement is not subject to negotiation.

2. Definitions

For the purposes of these Conditions:

Charges: Refers to our Rates and any other applicable fees or costs as outlined in this Contract, including those listed in Schedule 1.

GST: Has the meaning given under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and its associated legislation (the "Act").

Rates: Denotes the price for our services as determined by **DK Prestige Haulage**.

Regulated Entity: Has the same meaning as defined under the Corporations Act 2001 (Cth).

Representative: Includes any director, officer, employee, agent, contractor, subcontractor, advisor, Related Body Corporate, or Related Entity (as defined in the Corporations Act 2001 (Cth)) associated with a party.

Services: Encompasses all services provided by us, including vehicle transport, distribution, storage, and any ancillary services, whether as a forwarding agent, shipping agent, forwarder, storer, carrier, or bailee.

Supply: Refers to a taxable supply under the Act.

Vehicles: Refers to any vehicles we accept from you or on your behalf, including but not limited to cars, light commercials, trailers, motorbikes, boats, or caravans.

3. Not a Common Carrier

3.1. No Common Carrier Liability:

DK Prestige Haulage is not a common carrier and accepts no liability as a common carrier. We reserve the right to refuse to handle, transport, or store any vehicle for any reason at our sole discretion.



4. Sub-Contractors

4.1. No Subcontracting:

DK Prestige Haulage does not subcontract the provision of services to third parties.

3. Consumer Rights

3.1. Non-Excludable Consumer Guarantees

Nothing in these Conditions excludes or limits any rights or remedies you may have as a consumer under the Australian Consumer Law (ACL). If this agreement qualifies as a "consumer contract" under the ACL, you are entitled to the guarantees that cannot be excluded.

3.2. Limitation of Remedies

Where permitted by law, and in accordance with the ACL, our liability for the supply of goods or services is limited to one or more of the following options:

3.2.1 For goods:

- 3.2.1.1 Replacement of the goods or the provision of equivalent goods;
- 3.2.1.2 Repair of the goods;
- 3.2.1.3 Payment of the cost of replacing the goods or acquiring equivalent goods; or
- 3.2.1.4 Payment of the cost of repairing the goods.

3.2.2. For services:

- 3.2.1.5 Resupply of the services; or
 - 3.2.1.6 Payment of the cost of having the services resupplied.
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4. Charges and Payment Obligations

4.1. Payment Requirements

You must pay us for the services provided in accordance with the Rates specified in the Quotation or Invoice, plus any additional charges as outlined in these Conditions. Payment is due at the time of vehicle collection unless otherwise agreed.

4.2. Responsibility for Payment Unless otherwise agreed:

- 4.2.1 You are responsible for payment of all charges related to the vehicle's transport.
- 4.2.2. If another party (e.g., sender or receiver) is specified in the Quotation to pay the charges, you guarantee that they will do so.

4.3. Payment Terms

- 4.3.1. Pre-Paid Customers: Payment is required at the time of booking.
- 4.3.2. Approved Account Customers: Payment is required within 7 days from the date of the invoice.
- 4.3.3. A 10% surcharge may apply for services provided during public holidays.

4.4. Additional Charges

We may impose additional charges in the following circumstances:

4.4.1. Incorrect Declarations: Any additional costs incurred due to incorrect declarations about the size, quantity, description, or modifications of the vehicle (e.g., roof racks, bull bars, or lowered suspensions).

4.4.2. Storage Fees: Storage charges, as outlined in Schedule 1, will apply if:

You fail to collect the vehicle within one (1) day of its arrival at the collection point; or

You fail to take delivery of the vehicle within one (1) day of the agreed delivery date.

4.4.3. Futile Journey Fee

If the scheduled pickup or delivery cannot be completed due to any of the following reasons (but not limited to):

- The vehicle is not available at the agreed time and location.
- The collection or delivery address is incorrect or inaccessible.
- The customer or their representative fails to provide access to the vehicle or required documentation.
- The vehicle is not in the condition agreed for transport.

We reserve the right to charge a Futile Journey Fee, as outlined in Schedule 1. This fee will cover the costs incurred due to the wasted journey, including time, fuel, and administrative expenses. This fee is payable by you and is due immediately.

4.4.4. Changes to Address: Full booking charges plus additional costs will apply if changes to the collection or delivery address are not communicated at least three (3) business days before the vehicle is in transit.

4.4.5. Cleaning or Quarantine Costs: Any costs incurred for cleaning or quarantine inspections.

4.4.6. Cancellation Fee: A cancellation fee, as outlined in Schedule 1, will apply.

4.5. Late Payments and Waiting Charges

4.5.1. Interest on overdue payments will be charged at the rate specified under the Penalty Interest Rates Act.

4.5.2. Waiting charges for delays at pickup or delivery caused by you will apply, as outlined in Schedule 1.

4.6. Cancellations and Refunds

4.6.1. Cancellations or refunds will only be granted if notice is provided at least 24 hours before the vehicle is in transit. A processing fee of \$100.00 (inclusive of GST) applies.

4.7. Allowances and Remuneration

We are entitled to retain and receive all allowances or remunerations customarily paid to forwarding agents, shipping agents, forwarders, storers, carriers, or bailees.

5. Payment Methods and Taxation

5.1. Payment Methods

Payments must be made via direct bank transfer or an approved credit card, as specified in the Quotation or Invoice.

5.2. Currency

All payments must be made in Australian dollars (AUD).

5.3. Export Restrictions

Our services are subject to any applicable export restrictions under Australian law.

5.4. Secure Payment Processing

We will securely collect and transmit your credit card information in accordance with international best practices. Please refer to our Privacy Policy for further details.

5.5. Tax Adjustments

5.5.1. If applicable taxes are increased or decreased, the Rates and charges will be adjusted accordingly.

5.5.2. For Supplies subject to GST:

We may increase the net consideration for the Supply by the amount of GST, as calculated under the Act.

We will issue you a valid tax invoice, in compliance with Section 29-70 of the Act, to allow you to claim an input tax credit for any GST paid.

5.6. GST-Inclusive Pricing

Unless otherwise stated, all pricing in this agreement is inclusive of GST.

6. Your Promises

6.1. Importance of Your Promises

Your promises are essential to ensure compliance with Australian law. Failure to meet these promises may result in fines or legal consequences for unlawful transport of the vehicle.

6.2. Your Promises to Us

You agree and warrant the following:

6.2.1. Personal Effects:

All personal effects have been removed from the vehicle, except for a properly affixed child restraint seat (not a booster seat) in compliance with applicable laws.

You bear all risks of loss, theft, or damage to any personal effects left in the vehicle.

Additionally, you accept liability for any damage caused to the vehicle by these effects.

6.2.2. Cleanliness for Interstate Transport:

If the vehicle is being transported interstate, it has been thoroughly cleaned and is free from mud, plant material, and insects before collection.

If we determine that the vehicle may fail quarantine inspection due to its condition, you are liable for additional cleaning costs as outlined in Schedule 1.

6.2.3. Ownership:

You are the sole owner of the vehicle, or if there are multiple owners, you act as their agent, and they consent to the transport and handling of the vehicle under these terms.

6.2.4. Indemnity Against Third-Party Claims:

You indemnify us against claims or legal actions from third parties (including the sender, if different from you) arising from the transport, handling, or storage of the vehicle.

6.2.5. Accurate Information:

You, or an authorized representative, have accurately completed all relevant documentation, including the Quotation, Booking Form, condition reports, and any Dangerous Goods declarations.

6.2.6. Vehicle Condition:

The vehicle is in a safe condition suitable for transport, handling, and storage.

6.2.7. Compliance with Laws:

You have complied with all relevant laws to ensure the vehicle can be lawfully transported, handled, and stored.

6.2.8. Photographic Consent:

You consent to your vehicle being photographed for pre-collection condition reports and delivery inspection purposes.

6.2.9. Lawful Use of Services:

You have not requested us to handle, transport, or store the vehicle in a way that could violate Australian laws.

6.3. Waiver of Legal Action

You agree not to sue or initiate legal proceedings against [DK Prestige Haulage](#), its owners, or operators for matters arising from these Conditions or the handling, transport, or storage of the vehicle.

6.4. Indemnities

You agree to indemnify us against:

6.4.1. Claims for death, personal injury, or property damage arising from the transport, handling, or storage of the vehicle.

6.4.2. Any fines, penalties, or costs incurred due to your breach of these Conditions.

6.4.3. Any claims resulting from personal effects left in the vehicle.

7. Dangerous Goods

7.1. Prohibited Goods

Dangerous Goods are not accepted for transport under any circumstances.

7.2. Definition of Dangerous Goods

Goods are classified as dangerous if they are regulated by the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code, or if they pose risks of injury, damage, or environmental harm. This includes, but is not limited to, items that are poisonous, corrosive, explosive, flammable, or radioactive.

Note: This excludes goods inherently part of the vehicle, such as petrol in the tank or connected LP gas systems.

7.3. Your Warranty

You warrant that no Dangerous Goods have been placed in the vehicle.

7.4. Right to Act on Dangerous Goods

If we or a third party reasonably believe that goods in the vehicle are dangerous, we may take any action at your cost, including disposal or destruction of the goods. We are not liable for any loss or damage resulting from these actions. You bear all risks and liabilities arising from a breach of this clause.

7.5. Liability for Damage

You are liable for any loss or damage to our property or third-party property caused by the inclusion of Dangerous Goods in the vehicle.

7.6. Our Rights Regarding Transport and Storage

You grant us authority to:

7.6.1. Use any reasonable method for handling, transporting, or storing the vehicle, including alternative methods if your instructions cannot be followed.

7.6.2. Exercise a general lien over the vehicle and related documents for outstanding payments.

7.6.3. Sell the vehicle by public auction or private sale without notice if payments remain overdue.

7.6.4. Deduct any outstanding amounts owed to us from payments due to you.

7.6.5. Conduct physical inspections of personal effects in the vehicle as needed.

7.6.6. Remove or reposition personal effects to ensure compliance with weight, dimension, or other safety requirements.

7.6.7. Refuse to accept vehicles containing personal effects that are dangerous, improperly packed, or otherwise in breach of these Conditions.

7.6.8. Conduct a vehicle survey upon pickup or drop-off, noting that condition reports may not fully record all minor damages such as stone chips.

8. Delivery

8.1. Delivery Attempts

We will attempt to deliver the vehicle to the address nominated by you. Delivery is deemed to have occurred when:

We receive a signed receipt or delivery docket; or

If Australian Health Directions, such as those during a pandemic, prevent physical signatures, delivery will be deemed complete when we deliver the vehicle to you or an authorised person acting on your behalf.

8.2. Unattended Delivery Address

If the delivery address is unattended, and we must re-deliver the vehicle, you will be responsible for the costs of re-delivery, including any applicable storage costs, as outlined in Schedule 1.

8.3. Changes to Collection or Delivery Address

Any request to alter the vehicle collection or delivery address must be made at least three (3) business days prior to the agreed pick-up date. Failure to provide timely notice will result in additional charges in accordance with Schedule 1, unless otherwise agreed in writing.

8.4. Estimated Delivery Dates

Delivery dates provided are estimates only and may vary based on transit conditions and other unforeseen factors.

8.5. Public Holiday Surcharge

Transit during a public holiday may incur an additional surcharge of 10%, unless otherwise agreed in writing.

9. Our Warranty

9.1. Condition of Vehicle Upon Delivery

We warrant that, subject to limitations and exclusions, the vehicle will be delivered to the agreed location in the same condition as it was received by us, provided the vehicle is collected within ten (10) days of delivery. We are not liable for any deterioration in the condition of the vehicle if it is not collected within this timeframe.

9.2. Liability for Loss or Damage

We will be liable for loss or damage to your vehicle while it is in our care, custody, or control, except where liability is excluded or limited under these Conditions or Australian law.

10. Our Liability for Loss or Damage to Your Vehicle

10.1. Risk of Loss or Damage

The vehicle is transported at your risk unless we have expressly agreed in writing to accept liability for specific losses or damages under these Conditions.

10.2. Coverage for Loss or Damage

Coverage for physical loss or damage applies only while the vehicle is in our care, custody, or control, and excludes:

- 10.2.1 Loss or damage to personal effects left in the vehicle;
- 10.2.2 Damage caused to the vehicle by the presence of personal effects; and
- 10.2.3 Pre-existing damage or wear and tear.

10.3. Vehicle Value Declaration

You must declare the vehicle's value in the Quotation or Booking Form. If no declaration is made, we may assess the value based on market conditions at the time of transport.

10.4. Exclusions from Liability

Our liability does not extend to:

- 10.4.1 Pre-existing damage, hail damage, or damage caused by insects, animals, or environmental factors;
- 10.4.2 Indirect or consequential losses, including loss of business or profits;
- 10.4.3 Loss or damage due to a Force Majeure Event (as defined in clause 12).

10.5. Maximum Liability

For total loss (e.g., theft or write-off), our liability is limited to the lesser of:

- 10.5.1 The declared value of the vehicle, or
- 10.5.2 The vehicle's market value at the time of loss.

10.6. Salvage Rights

If we compensate you for a stolen or written-off vehicle, we retain salvage rights to the vehicle.

11. Claims for Loss or Damage to Your Vehicle

11.1. Notification of Damage

To lodge a claim, you must:

- 11.1.1 Note any visible damage on the condition report or electronically at the time of delivery;
- 11.1.2 Notify us immediately of the damage; and
- 11.1.3 Submit a written claim within two (2) days of delivery. Failure to do so will discharge us from any liability.

11.2. Damage Investigation and Repair

We may:

11.2.1 Arrange for repairs at our expense; or

11.2.2 Request two (2) independent repair quotes, reserving the right to approve the repair.

11.3. Outstanding Payments

You remain liable for all charges under these Conditions, even if a claim is made. Legal proceedings related to claims must be commenced within three (3) months from the delivery date.

11.4. Release of Claims

You unconditionally release and discharge us from any claims related to the settlement of loss or damage to the vehicle with any other party, including joint owners or third parties.

12. Confidentiality

12.1. Confidential Information

To the extent that one party (the "Receiving Party") receives information from the other party (the "Disclosing Party") that is inherently confidential, the Receiving Party agrees to:

12.1.1 Not disclose such information to any third party without the prior written consent of the Disclosing Party, except where required by law or where the information has entered the public domain through no fault of the Receiving Party.

13. Privacy

13.1. Collection and Use of Personal Information

We collect and handle personal information in accordance with our privacy policy, including any sensitive information such as credit card details. Our privacy policy is accessible on our website at www.dkprestigehaulage.com, and is incorporated into this agreement.

13.2. Compliance with Australian Privacy Principles

If you collect personal information from us, you undertake to handle and process such information in compliance with the Australian Privacy Principles under the Privacy Act 1988 (Cth).

14. Force Majeure Event

14.1. Force Majeure Suspension of Obligations

If a party is wholly or partially unable to perform its obligations under these Conditions due to a Force Majeure Event, the affected party's obligation to perform will be suspended for the duration of the event, except for the obligation to make any payments due for services rendered.

14.2. Notification of Force Majeure

The affected party must promptly notify the other party of the Force Majeure Event and the extent to which it is unable to perform its obligations. Such notification must occur as soon as practicable after the event arises.

14.3. Definition of Force Majeure Event

A "Force Majeure Event" includes, but is not limited to, events outside the reasonable control of the affected party, such as:

14.3.1 Fire, flood, drought, storm, lightning, explosion, or sabotage;

14.3.2 War, civil commotion, or government action;

14.3.3 Pandemics, epidemics, or public health crises;

14.3.4 Labour disputes or shortages;

14.3.5 Acts of God or any other unforeseeable events.

15. Termination

15.1. Breach and Termination

In the event of a breach of these Conditions by you, we may terminate this agreement immediately by providing written notice to you.

15.2. Assignment

You may not assign or transfer your rights or obligations under these Conditions without our prior written consent.

15.3. Novation and Transfer by Us

We may assign, novate, or transfer any or all of our rights and obligations under these Conditions, including to:

15.3.1 Any related party as defined under the Corporations Act 2001 (Cth); or

15.3.2 As part of the sale of our business or its assets.

15.3.3 You agree to do all things necessary to give effect to such assignment, novation, or transfer.

15.4. Amendment

We may amend these Conditions at any time by providing written notice to you, with the amendment taking effect from the date specified in the notice.

16. Governing Law

16.1. Jurisdiction

These Conditions are governed by and construed in accordance with the laws of the State of New South Wales, Australia.

16.2. Entire Agreement

These Conditions, including any documents incorporated by reference, represent the entire agreement between the parties. In the event of any inconsistency between the documents, the following order of precedence will apply:

1. Standard terms and conditions;
 2. Our privacy policy;
 3. Any other document incorporated by reference.
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17. Disputes

17.1. Dispute Resolution

If you dispute your obligation to make a payment or if you believe we have not met our obligations, you should contact us using the contact details provided in the Quotation or Booking Form. We will make reasonable efforts to mediate the dispute, but we do not commit to a formal alternative dispute resolution process unless required by law.

17.2. Statutory Dispute Resolution

Nothing in these Conditions excludes the applicability of any statutory dispute resolution process under Australian law.

18. Variation

18.1. Amendment of Terms and Conditions

We may vary these Conditions at any time by providing you with at least seven (7) days' prior written notice, specifying the details of the variation and the date it becomes effective.

19. Contact

19.1. Contact Information

For any issues arising out of this agreement, your primary point of contact should be the person specified in the Quotation or Booking Form, or alternatively you may contact us as follows:

Email: sales@skprestigehaulage.com

Phone: 0481 969 072.

20. Effect of Policy

20.1. Policy Review and Updates

We operate in a dynamic business environment and aim to review our privacy policy annually to ensure it remains up to date. We may update this policy at any time, and the updated version will be published on our website.

Schedule 1

Table of Charges

Below is a list of extra charges that you may incur in addition to transportation costs.

	Amount (All inclusive)	Comments
Cancellation Fee	\$100.00	Applicable to any booking cancellations within 24 hours prior to the scheduled collection.
Non-Drivable Vehicle Fee	\$550.00	
Futile Fee (Wasted Journey)	As per Quote or Invoice	Applicable to any booking if the vehicle is not as agreed or ready as per agreement.
Storage Fee	\$600.00 per day	Per vehicle: For Uncollected vehicles and/or unable to take delivery of vehicle within 1 day of delivery date
Waiting Charge	\$75.00 per hour (\$1.25 per minute) Capped at \$600.00	Once the Daily capped period has been reached the storage fee per day applies.
Cleaning Fee	\$250.00	Applicable If, in our view, the condition of any vehicle at the time of collection or receipt by us will result in the vehicle failing the quarantine inspection.
Re Delivery Fee Or Delivery Location Change (after 3 business days)	\$75.00 per hour (\$1.25 per minute) Or \$600.00 per day	Waiting charge will occur for any same day re delivery requirements. For any time, past 1 day will incur the Storage Fee charge.