



# CUSTOMER USER GUIDE

## 2024

VERSION 10



Keeping Northern Australia Connected since 1987.



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## 1. Welcome & History

Welcome aboard! We're excited you are reading our Customer User Guide and considering shipping your freight with Sea Swift. Please feel free to contact us if you have any questions or need any assistance after you have read through this guide.

Sea Swift is the largest shipping company in Northern Australia. Founded in 1987, the company has more than 35 years' experience in the marine transport industry in Queensland and the Northern Territory. Sea Swift provides general cargo and sea freight, project logistics, engineering, fuel, and defence industry services across the region. The fleet of purpose-designed vessels delivers vital supplies to remote and coastal communities throughout Northern Australia. Sea Swift also resources development outposts with a team of logistics professionals and marine experts getting the job done safely and reliably. Equipment can be deployed in support of major projects throughout Northern Australia, Papua New Guinea, Southeast Asia and the Western Pacific.

Sea Swift is ideally positioned to support, assist, and provide customised freight solutions for individuals and large national and international corporations in Queensland and the Northern Territory.

One of the largest employers in the region with more than 550 staff, Sea Swift continues to grow, forging and strengthening existing and emerging markets. 11% of Sea Swift's workforce identify as First Nations, and the company has a commitment to the emerging workforce, encouraging young people and graduates into traineeship roles. Sea Swift prides itself on award-winning community engagement and cadetship programs, genuinely changing the lives of young Australians across Far North Queensland and the Northern Territory. Our vision is to make a difference by connecting regions and delivering opportunity.

Sea Swift contributes significantly to local initiatives and events in the form of freight assistance and sponsorship. Initiatives supporting causes that better the local First Nations and Island communities are favoured by Sea Swift. This includes recycling, community events and cultural celebrations, as well as remote health initiatives and supporting local industry, contributing to economic growth in the region.



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## 2. Sea Swift Service

Sea Swift provides wharf-to-wharf services for customers from remote communities, with freight available at the arriving destination from depots or the designated laydown areas.

Some freight may require special equipment to assist with delivery due to size or volume, leading to a longer delivery time than normal. These occasions will incur an additional cost, and/or a specific time allocation. You will be advised of this at the time of quoting.

Sea Swift reserves the right to on-charge any additional delivery costs when it has been identified that specialised equipment or a longer time frame is required.

Examples of freight that require prior notice and potentially specialised equipment include but is limited to:

1. Lengths greater than **6m** – Communities
2. Weights greater than **2T** – Communities
3. Lengths greater than **6m** – Depots and Communities
4. Weights greater than **10T** – Depots and Communities
5. Nonstandard forklift/crane lifting points – Depots and Communities

Safe and clear access to the location is crucial for delivery location. Forklift or vehicle access from the wharf's ramp must not be impeded by power lines, road conditions or other hazards.

Sea Swift will not deliver on unstable/soft land, where there is uneven access, or to a location that may damage our equipment. In this instance, Sea Swift will return any freight to the ramp or depot, notifying the customer accordingly. Additional costs associated will be reviewed by the Account Manager.

## 3. Freight Schedules

Schedules are always subject to change. This can be due to public holidays, tidal changes, weather and operational requirements etc. Delivery schedules for Queensland and Northern Territory are updated regularly on the Sea Swift website. If you are regularly checking the schedules, be sure to refresh the website to capture the latest schedule information.

Cut off times vary depending on the freight's destination.

You can find the cut off times on our website: [www.seaswift.com.au](http://www.seaswift.com.au) [Link to schedule page?](#)

## 4. Standard Units of Measure

Sea Swift's standard units of measure are kilograms (kg) and centimetres (cm).

Freight will be charged per cubic metre (m<sup>3</sup>) or tonne (t), whichever is greater. It is the customer's responsibility to ensure all freight is packaged correctly (please refer to Sea Swift Freight Preparation & Packaging guide [here](#)). You will be charged as a reflection on the freight packed and presented. If freight is delivered on a pallet or skid, measurements will include the pallet or skid for the consignment.

All freight within our standard slot dimensions (20ft container size - 6mL x 2.4mW x





2.4mH), or weighing up to 10 tonnes, will be charged at standard commodity rates or standard freight rates. Any cargo out of these dimensions will be charged at non-standard rates.

It is recommended that customers obtain a quotation for such freight before shipping by calling 1800 424 422 or emailing [customerservice@seaswift.com.au](mailto:customerservice@seaswift.com.au).

## 5. Essential Cargo

What is Essential Cargo?

Essential Cargo	General Cargo
Food	Vehicles
Fuel	Boats
Medical supplies	Machinery / Construction material

Food, fuel, and medical supplies are prioritised over general cargo such as vehicles, machinery, and construction material. Large items need to be booked four (4) weeks in advance where possible for space allocation.

## 6. General Cargo

General Cargo is the centrepiece of Sea Swift's services. Regular scheduled services to our designated communities are crucial to their operations and survival. Each community's needs are different; therefore, Sea Swift provides customised freight solutions for each locale. Sea Swift aims to keep prices as low as possible for our services, whilst maintaining long-term sustainability, giving certainty to their growing needs and Sea Swift's future.

General Freight is made up of many aspects and encompasses many variables depending on community needs.

Some of the aspects Sea Swift offers are:

- Regular scheduled service** - on the map below, communities with a **black** place marker are our depots, in **yellow** are communities with regular service schedules, in **red** are communities with wet season services only, and in **blue** communities that are by booking only.



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- **Additional services** – Sea Swift provides additional services in communities with Sea Swift depots. This includes remote fuelling (bunkering by barge and bulk fuel delivered or at a depot), fleet hire (truck, forklift, vehicles, side loader, containers - dry and refrigerated), labour hire, maintenance capability, air freight, and on-site deliveries and pickups. Sea Swift can assist with all Northern Australian transport and logistics needs.

## 7. Packaging Requirements

For packing requirements and 'fit to travel' guidelines, please refer to the **Sea Swift Freight Preparation and Packaging** document [here](#). This document outlines all types of freight, including general cargo, vehicles, construction materials, food and perishables and dangerous goods.

Sea Swift tranships cargo to many remote locations under diverse and challenging conditions.

Please pack your cargo appropriately with the following considerations:

- Destination (remote area)
- Double handling
- Packed for sea travel ('rain proof')
- Rough conditions

Sea Swift reserved the right to reject unsatisfactorily packed cargo. Repackaging options may be discussed at the point of sale with the freight assessor. If a customer insists insufficiently packed cargo must travel will be required to sign a waiver.

**Remember:** we want your cargo to arrive on time, in the same condition it left in. Sufficient and robust packaging is often the facilitator for this outcome.

### a. Completing your Consignment Note and Labelling Requirements

- Sea Swift consignment note (con note) completion is the responsibility of the sender
- This document is a legally binding contract, please ensure all details are correct and honest
- Providing incorrect information may result in your shipment being rejected, misdirected, or wrongly charged
- Suppliers delivering on behalf of customers will complete a consignment note for the order - Please provide full and accurate details to your supplier and refer to the con note instructions
- Always provide a shipping label on the outside of your package with the receiver's name, address, and contact number to enable correct delivery
- If your shipment is fragile, please mark as so. All reasonable care will be given
- A freight waiver will need to be completed prior to shipping all glass, live plants and fragile items
- Remove all old labels or stickers that do not relate to this shipment







## 8. Temperature Controlled Facilities

Our temperature-controlled facilities allow your chilled or frozen products to maintain the required temperature for the duration of its shipment until delivery.

Please see below points regarding temperature-controlled products:

- Correct and secure packaging is the responsibility of the sender
- Egg and bread cartons are not to be used for anything other than eggs or bread to enable correct stowage and handling
- Inadequately packaged refrigerated cargo will be rejected to maintain health regulations and compliance

All refrigerated meat or seafood products must be adequately wrapped and sealed in plastic, then placed inside a carton or Styrofoam box to prevent leakage of blood, meat juices or odour.

## 9. Over Dimensional and Freight Projects

The oversized freight dimensions for Sea Swift vessels is outlined as follows:

For line haul vessels to major ports

- Any cargo that is over 6m long, 2.4m wide, and/or 2.4m high, and with a weight greater than 10t is considered to be over dimensional or out of gauge

For landing craft to remote communities

- Any cargo over 6m long, 2.4m wide, and/or 2.4m high, and with a weight greater than 2t gross weight is considered to be over dimensional or out of gauge.
- Any container over 3m and 2t gross weight.
- Any roofing or long lengths over 6m
- Any large trucks, equipment and roll-on roll-off (RoRo) cargo except for vehicles and boats measuring up to 6m
- Any single consignment over 6 pallets except for foodstuff and fuel (because of deck space constraints, this cargo may be separated)

Any cargo that is outside the following guidelines should be checked with the operations department for approval prior to acceptance. This ensures the freight can be handled safely and efficiently, arriving at its destination on time.

To book or enquire about over dimensional freight or project work, please email our sales team at [sales@seaswift.com.au](mailto:sales@seaswift.com.au) or your respective account manager four weeks prior to OOG freight being delivered with the following details:

1. Overall Dimensions – Length, Width and Height
2. Weight of the Freight – Kilograms
3. Specification documents
4. Photographs
5. Packaging and handling details
6. Imperative to know how the freight will be received. This will determine if the freight is to be craned, forklifted or RoRo for sea freight.



It is important to map out the end solution if delivery of oversized freight is required. How the cargo will travel from the vessel to the destination must be ascertained prior to vessel departure. This enables Sea Swift to have appropriate equipment at the destination to undertake the delivery safely.

Once oversized freight is collated, it is submitted to the Marine and Operations Managers for review and approval. Once approved, an indicative price will be submitted, listing any requirements and equipment needs. Upon receipt of approval from the customer of the indicative price, consignment notes and freight labels are sent to the customer as confirmation the freight is ready to be received. Sea Swift are then notified of the intending freight receipt time and scheduled voyage allocation.

## 10. Dangerous Goods

Dangerous goods constitute substances or articles with hazardous properties which may, if handled incorrectly:

- Explode or make explosive mixtures
- Asphyxiate
- Burn
- Eat metal or skin
- Poison/pollute the environment
- Become unstable if mixed with other products

Handled incorrectly, dangerous goods can endanger people and/or the environment. To prevent this occurring, laws have been developed for the safe handling and transportation of dangerous goods. These laws set out rules, procedures and guidelines relating to the safe transport of dangerous goods. They include rules for everyone involved in the transport of these goods, plus penalties for those who do not follow the rules.

In Australia, there is an international code for the maritime transport of dangerous goods in packaged form, called the IMDG code. This code was designed for safe travel and the prevention of negative effects or pollution on the environment. The code was given mandatory status in 2004 and Sea Swift staff in Queensland and the Northern Territory are regularly trained in code application and safe management of dangerous goods.

You can read more about the code [here](#).

### a. Dangerous Goods Class

Each dangerous goods class is represented by a distinctive and specific class label in the shape of a diamond:



- Explosives – gelignite, fireworks, ammunition, marine flares
- Flammable gas – LPG, acetylene
- Non-flammable – carbon dioxide, refrigerant gas, non-toxic gas





- Toxic gas – chlorine (gas), ammonia
- Flammable liquids – paint thinners, kerosene, petrol
- Flammable solids, matches, sulphur
- Spontaneously white phosphorus, activated carbon combustible
- Dangerous when wet – calcium carbide, sodium metal
- Oxidizing substances – sodium peroxide, calcium hypochlorite (pool chlorine), ammonium nitrate
- Organic peroxides, methyl ethyl ketone peroxide (MEKP)
- Toxic substances – sodium cyanide
- Infectious substances – clinical or medical waste
- 7 Radioactive substances – uranium
- Corrosives – sodium hydroxide (caustic soda)
- Miscellaneous – asbestos, dry ice, newspaper

#### 11. Shipping your Vehicle, Boat on Trailer, Trailer & ATV with Sea Swift

Because your vehicle is important to you, it is important to us too.

Given the nature of sea freight, it can take up to 4 weeks for your vehicle to reach its destination.

Essential cargo such as food, fuel, and medical supplies travel ahead of general cargo items such as cars, boats, trailers, caravans, camper trailers, motorbikes, and ATVs.

#### What should you do

- Contact Sea Swift at [customerservice@seaswift.com.au](mailto:customerservice@seaswift.com.au) to discuss the time frame booking a vehicle to travel – **bookings are required.**  
The vehicle will be required at depot one week prior to departure. Customer service will phone to arrange delivery/payment.
  - Do not put any essential or perishable items in your car that you must have on arrival at your destination. Goods in and outside of your vehicle travel at your own risk
  - Additional costs will be applied if the vehicle exceeds standard measurements (6m x 2.4m x 1.8m)
  - Due to Work Health and Safety standards, goods inside your vehicle must not impair the driver's visibility. Driver's seat should be accessible for movement and not be obstructed in any way
  - Make sure the vehicle is serviceable so it can be moved, with minimal fuel in the tank
  - The battery of the vehicle is to be isolated and secured
  - Vehicles and trailers must be registered (with a minimum of 2 months)
- A vehicle condition report, waiver and Bio Security form to be completed upon receipt
- Make sure your vehicle is insured and covered whilst in transit





## 12. Quarantine & Biosecurity

### a. Northern Territory

Groote Eylandt is cane toad free. Customers must check your shipment thoroughly for toads prior to delivery to all Northern Territory based depots.

All plant materials into Groote Eylandt are also prohibited without prior approval by the ALC – more information can be found [here](#).

Biosecurity protects the NT from damage by introduced pests, disease and weeds. All plant or agricultural material must be presented in an 'as new' condition to be accepted for travel.

More information on biosecurity in the NT can be found [here](#).  
The Northern Australia Biosecurity Strategy 2030 can be found [here](#).

### b. Queensland

All Queensland freight travelling to the mainland from the Torres Strait must obtain a Department of Agriculture preclearance prior to acceptance. Please contact the Department of Agriculture on (07) 4069 1310 or at their offices located at the Horn Island Airport to arrange a Biosecurity Inspection. Or create a BAN notice using the following link: <https://mgmt.permits.cp1.agriculture.gov.au/ban/new>.

Northbound Biosecurity required all vehicles, containers to be clean and free of invasive pests and weeds found in parts of Queensland that have not spread to the Torres Strait. This includes electric ants, yellow crazy ants, Mikania vine or Siam weed.

This also covers the cane toad which is found in Cape York and some islands, but are generally absent from the rest of the Torres Strait.

Bio Security forms will need to be filled out on delivery of freight

### c. Carriage of Alcohol

If you are not licensed under the Liquor Act 1992 (Qld), Sea Swift cannot carry any alcohol on your behalf to the Northern Peninsula Area, including Seisia Aurukun & Lockhart River.

There are some Torres Strait Island communities that monitor movement of alcohol via a permit system., please check local council requirements prior to shipment

You must ensure all Queensland laws are complied with at the time of consignment contents declaration.

## 13. Fees & Charges





### Storage Fees

A fee for all uncollected goods will apply after five (5) days from when the goods should have been collected. This will be charged at the rate of one hundred dollars (\$100.00) per day, per metric tonne or per cubic metre, whichever is greater.

Sea Swift are not liable for spoilage or damage of any freight held in storage. Sea Swift are not responsible for the cost of delivery, transport, removal or disposal of any goods in storage.

### Shrink and bag wrapping \$13.22 excl GST

### Depot Hire Rates for Plant & Equipment

Plant & Equipment	Hourly Rate
Prime Mover	\$268.01
Prime Mover with Drop Deck	\$442.52
Prime Mover and Trailer	\$442.52
Prime Mover with Side Lifter	\$495.00
Body Truck	\$268.01
Tilt Tray	\$275.00
Curtain Side (12 pallets)	\$275.00
Forklift 37t or 42t	\$476.17
Forklift 16 t	\$372.50
Forklift up to 5 t	\$155.82
Container Wheel Hire	\$325.50

All prices exclusive GST

#### Please note:

- Hire rates are hourly
- Hire rates are a minimum of **4 hours**
- Dry hire is not permitted – all prices includes an operator
- All prices are depot to depot
- Weekend work incurs an additional cost of **\$90.00 p/hr**
- Hiring of equipment depends on the operational availability of that equipment, booking are required in advance
- Rates listed are valid for the duration of this User guide – edition 10
- General Hand / Supervisor hourly charge out rate \$148.33





#### 14. Back Freight

Freight returning from remote areas should be lodged by using the pick-up form or direct download via our website: [www.seaswift.com.au/forms](http://www.seaswift.com.au/forms).

Alternatively, please contact our customer service team on 1800 424 422, or email prefilled econsignments to [customerservice@seaswift.com.au](mailto:customerservice@seaswift.com.au)

Charges apply for back freight. Please speak with your account manager for further details.

#### 15. How to Consign Freight

Consigning freight does not guarantee shipment on a certain date. Consigning your freight allows Sea Swift to plan for a timely and efficient service. It is the customer's responsibility to check their freight has arrived before arriving at the destination for collection. Confirmation can be obtained by contacting customer service and quoting the Sea Swift consignment note number (e.g. EC03245510).

When consigning freight, please ensure you have the below information to assist with your consignment:

- Payment method:
  - Either a PC (pre-consignment) number or account number
- The required destination
- Contact name and phone number of both the **Sender** and **Receiver**
- Completed pick-up form for freight travelling from remote depots to Cairns (see Pick-up form on Appendix I - also located on our website: <https://www.seaswift.com.au/forms/>)
- Your IFE (estimate) number

##### Additionally:

- Remote depots in Queensland require biosecurity preclearance
- Groote Eylandt is cane toad free - check your load
- All plant material into Groote Eylandt is restricted
- All vehicles must be drivable. Non drivable will attract additional charges.

For advice on planning freight services to and from remote areas, please contact our customer service department on **1800 424 422** or email [customerservice@seaswift.com.au](mailto:customerservice@seaswift.com.au).

#### 16. Shipping your Freight

##### a. Non-Account Customer Shipping Freight

Customers are welcome to use Sea Swift 's services without a Credit Account.

Customers can obtain a quote by contacting the customer service team on 07 4035 1234, emailing [customerservice@seaswift.com.au](mailto:customerservice@seaswift.com.au) or visiting the Sea Swift website to make a booking.

When delivering cargo to a depot, our warehouse staff will create your consignment and provide an Indicative Freight Estimate (IFE). At this point, payment will be made at the Point-of-Sale desk - cash and EFTPOS facilities are available.





If a supplier is delivering your cargo, Sea Swift can provide Pre-Consignment Number, also known as a PC Number, payment.

Contact Sea Swift customer service to create a Pre-Consignment (PC) Number

You will have to provide the following prior to the freight delivery:

- Sender and receiver name and contact phone number
- The origin and destination of your freight
- A brief description of the freight
- Your payment details

**We do not take payment until the freight has been received in the depot, unless specified by the customer service team.**

It is important that the freight arrives with Pre-Consignment (PC) Number from your supplier for your freight.

**Useful links:** [www.seaswift.com.au](http://www.seaswift.com.au)

**Depot pages:** [www.seaswift.com.au/capabilities\\_cat/depots/](http://www.seaswift.com.au/capabilities_cat/depots/)

**Schedule pages:** [www.seaswift.com.au/capabilities\\_cat/depots/?modal=schedules](http://www.seaswift.com.au/capabilities_cat/depots/?modal=schedules)

a. **Opening an Account**

We've made it easy for you to open an account whether it be for personal or business use. Business customers please call our Customer Service team to discuss requirements before proceeding. [Click here](#) to open an account online.

If you do not wish to create an account, you can contact our Sea Swift customer service team to book in your freight or visit a depot to have a PC (Pre-Consignment) Number created. This is only applicable if you have a one-off shipment to one of our serviced locations. A one-off PC Number links your credit card for payment, enabling your freight to be charged appropriately.

## 17. Register for the Portal

If you are a supplier or an account holder, please register on the Sea Swift website to access live online information concerning consignments. You can also raise consignments online before delivery, saving time at the depot.

As a supplier, you will need to provide at least one Sea Swift Account number upon delivery. If this is on behalf of a third-party, they must have approved you to raise consignments and, therefore, ship goods on their behalf. To register for a portal click [here](#).

Please fill in the information requested upon registration; please remember as a supplier, you need to provide a Sea Swift Customer Account Number and receiver name and contact. Our customer service team will then respond with a Supplier Welcome Letter, giving Login Credentials as well a short user guide. Onsite training may be available upon request.





## 18. Forms

All forms mentioned in this user guide are available on the website. To navigate through, please visit our website at [www.seaswift.com.au](http://www.seaswift.com.au) and go to About > Forms and view the downloads, or alternatively you can [click here](#) or request any of these forms from our customer service team by calling 1800 424 422.

## 19. Contact Us

**Sea Swift** has strategically located depots across regional and remote coastal and island northern Australia. Cairns is Sea Swift's Head Office and the major distribution depot for Queensland with other depots in Horn Island, Thursday Island, Seisia/Bamaga and Weipa.

Darwin is the major distribution depot for the Northern Territory with other depots in Gove and Groote Eylandt. Each depot has on-site staff and equipment to allow Sea Swift to carry out any and all operational requirements for the communities they service.

<b>Cairns</b>	41-45 Tingira Street, Cairns QLD 4870 Po Box 6755, Cairns QLD 4870 07 4035 1234 <a href="mailto:sales@seaswift.com.au">sales@seaswift.com.au</a>
<b>Horn Island</b>	2 Airport Road, Horn Island QLD 4875 C/- Post Office, Horn Island QLD 4875 07 4069 2009 <a href="mailto:hi.depot@seaswift.com.au">hi.depot@seaswift.com.au</a>
<b>Thursday Island</b>	1 Jetty Street, Main Wharf, Thursday Island QLD 4875 C/- Post Office, Thursday Island QLD 4875 07 4069 1085 <a href="mailto:ti.depot@seaswift.com.au">ti.depot@seaswift.com.au</a>
<b>Seisia</b>	Seisia Wharf, Koraba Road, Seisia QLD 4876 C/- Post Office, Seisia QLD 4876 07 4069 3933 <a href="mailto:seisia.depot@seaswift.com.au">seisia.depot@seaswift.com.au</a>
<b>Weipa</b>	5 Iraci Crescent, Weipa QLD 4874 C/- Post Office, Weipa QLD 4874 07 4069 9110 <a href="mailto:weipa.depot@seaswift.com.au">weipa.depot@seaswift.com.au</a>
<b>Badu</b>	Badu Island Barge Ramp N/A (Refer to Cairns) 0456 855 575 N/A (Refer to <a href="mailto:sales@seaswift.com.au">sales@seaswift.com.au</a> )
<b>Darwin</b>	Frances Bay Drive, Darwin NT 0800 PO Box 3367, Darwin NT 0801 08 8935 2400 <a href="mailto:nt.sales@seaswift.com.au">nt.sales@seaswift.com.au</a>
<b>Gove</b>	2 Melville Bay Rd, Nhulunbuy, Gove 0881 PO Box 1670, Nhulunbuy NT 0880 08 8935 2453 <a href="mailto:nt.sales@seaswift.com.au">nt.sales@seaswift.com.au</a>
<b>Groote Eylandt</b>	1 Yarradelia Rd, Milner Bay, Alyangula NT 0885 GPO Box 3367, Darwin NT 0800 08 8935 2430 <a href="mailto:groote@seaswift.com.au">groote@seaswift.com.au</a>

## 20. Terms & Conditions



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## 1. THE PARTIES

This Agreement is between:

Sea Swift Pty Ltd ACN 010 889 040 (in this Agreement referred to as "Sea Swift", "we", "our" or "us"); and

You, the customer to whom this Agreement applies (in this Agreement referred to as "Customer", "you" or "your").

It is important that you have read and understood this Agreement, so if anything is not clear or you need more information, please ask us before confirming your booking.

## 2. COMMENCEMENT OF THIS AGREEMENT

2.1 The provisions of this Agreement (other than this clause 2 and clauses 15 to 20) only commence once all of the following has occurred:

- (a) you have acknowledged your agreement to the terms and conditions set out in this Agreement in a form and manner reasonably satisfactory to Sea Swift;
- (b) you have paid to us all charges and fees due and payable by you at the time of receipt by us of the Goods under this Agreement and we have received such moneys; and
- (c) we have received the Goods the subject of this Agreement and we accept (at our absolute discretion) to provide the services set out in this Agreement in respect of the Goods,

(collectively, the **Pre-Conditions**).

2.2 Sea Swift has no obligations to undertake the Carriage in respect of the Goods unless all the Pre-Conditions have been satisfied.

2.3 If the Pre-Condition in clause 2.1(b) has been satisfied but the Pre-Condition in clauses 2.1(a) or 2.1(c) is not satisfied within 30 days of the Pre-Condition in clause 2.1(b) being satisfied, Sea Swift must promptly return to the Customer any money paid by the Customer to Sea Swift in satisfaction of clause 2.1(b). Sea Swift may charge a reasonable processing fee in relation to any amounts paid to the Customer under this clause 2.3.

## 3. SCOPE OF THIS AGREEMENT

3.1 The Goods are accepted by or on behalf of us upon and subject to this Agreement.

3.2 Subject to this Agreement, we agree to effect or arrange the Carriage in consideration of the payment to us of all charges and fees set out in this Agreement.

3.3 We are not a common carrier. We do not accept the obligations or liabilities of a common carrier. We may in our absolute discretion refuse to carry or transport any goods, articles or cargo.

## 4. YOUR GENERAL OBLIGATIONS

4.1 You warrant that:

- (a) the person delivering the Goods to us for Carriage is authorised to do so and to sign this Agreement for you;
- (b) you have fully and adequately described the Goods, their nature (including identifying whether they are Dangerous Goods and for Goods requiring refrigeration the required carrying temperature), weight and measurements and complied with all applicable laws and regulations about the notification, classification, description, labelling, transport and packaging of the Goods;





- (c) the Goods are packed in a proper way to withstand the ordinary risks of Carriage having regarding to:
    - (i) the nature of the Goods (including taking into account the perishable nature of the Goods and any transit and storage undertaken by us as part of the Carriage); and
    - (ii) that the Goods may be carried on deck for some or all of the Carriage;
  - (d) the Goods are free of cane toads and/or any contraband or illegal cargo; and
  - (e) you are the Owner or authorised agent of the Owner of the Goods and accept this Agreement on your behalf as well as any other person for whom you are acting.
- 4.2 You are responsible for properly packaging the Goods having regard to the nature of the Goods and properly positioning and securing the Goods. This is important for a number of reasons including ensuring weight distribution, ventilation and air circulating and avoiding shifting.
- 4.3 For refrigerated Goods, it is your responsibility to pre-cool the Goods before packing the container, pallet or other similar unitised article. Our systems are designed to maintain at the temperature notified by you to us, plus or minus 3 degrees celsius.
- 4.4 You must at your cost fully insure all Goods against loss, destruction and damage by fire, water, tempest, storm, accident, marine perils, malicious damage, vandalism, pilfering, act of God and other risks or hazards of transit and storage.
5. **PERFORMANCE OF THE CARRIAGE**
- 5.1 We and any Agent may perform or effect all or any part of the Carriage by any means and/or route. You authorise any deviation from the normal route or manner of carriage, handling or storage of goods which may in our absolute discretion be deemed desirable or necessary in the circumstances. Anything done in the exercise of any such discretion shall form part of the Carriage and shall not be a deviation or breach of this Agreement.
- 5.2 You authorise and permit us to carry the Goods on deck at any time during the Carriage.
- 5.3 We and any Agent may at any time inspect the Goods and for this purpose may open or remove any container, packaging or pallets.
- 5.4 If we or any Agent is at any time of the opinion that any Goods are or could reasonably become Dangerous Goods, such Goods may be destroyed, disposed of, abandoned or rendered harmless by us without compensation to you and without prejudice to our right to charges and fees under this Agreement.
- 5.5 If at any time we or an Agent reasonably believe that:
- (a) to carry out or continue the Carriage in the manner proposed or intended will be unsafe, unlawful, dangerous or cause loss or damage of any kind; or
  - (b) the Carriage should not be undertaken without taking additional measures, we and any Agent may at our election either terminate the Carriage and abandon the Goods or take such additional measures, in which case:
  - (c) we or the Agent may elect without notice to you to discharge, unload, retain or deliver Goods at any other place which we or the Agent considers to be necessary or convenient and the Goods shall be claimed and delivery accepted at that other place; and





- (d) any additional costs and expenses incurred by us or the Agent in effecting such delivery at the other place (including any storage costs) or taking such additional measures shall be an additional fee payable under this Agreement.

6. **WHO CAN PERFORM THE CARRIAGE?**

We may contract or arrange on any terms for the whole or any portion of the Carriage to be performed by any other person or persons (**Subcontractor**).

7. **RISK**

7.1 The Goods shall at all times (including during the Carriage) be at your sole risk.

7.2 Without limiting clause 7.1:

- (a) At ports or places of discharge where we do not have an Agent, all of our responsibility and liability in respect of the Carriage of the Goods shall cease when the Goods are free of the ship's slings or have been otherwise discharged. You acknowledge that we shall not be responsible for damage to or shortages of Goods where staff are not available to accurately check deliveries at the port or places of discharge.
- (b) You acknowledge and agree that if the Goods are carried on deck during the Carriage (which may be the case) that this is done at your sole risk.

8. **OUR LIABILITY**

8.1 Subject to the law (including the Amended Hague Rules as scheduled to the *Carriage of Goods by Sea Act 1991* (Cth), where applicable):

- (a) We, the Agent and our directors, officers, employees and agents have no liability to you or any other person for any Loss in connection with, arising out of or in relation to this Agreement, except to the extent, subject to clauses 8.1(b), 8.1(c) and 8.2, that the Loss is solely and directly caused by our negligence or wilful default.
- (b) We, the Agent and our directors, officers, employees and agents have no Liability to you or any other person for any:
  - (i) Excluded Loss;
  - (ii) Loss in connection with, arising out of or in relation to the late delivery of the Goods;
  - (iii) Loss in connection with, arising out of or in relation to the deviation from the normal route or manner of carriage, handling or storage of goods except if caused solely and directly by our negligence or wilful default;
  - (iv) Loss that is or should be or ought to or would have been covered by any insurance you are required to have put in place in accordance with clause 4.4 had you complied with your obligations in clause 4.2;
  - (v) Loss that may be sustained due to any event that occurs prior to the loading on and/or after the discharge of the Goods from the Vessel;
  - (vi) Loss as a result of the Goods being carried on deck;
  - (vii) Loss as a result of Goods not being packed in a proper way including to withstand the ordinary risks of Carriage;
  - (viii) Loss caused by variations in atmospheric conditions (eg temperature, humidity) including where Goods are carried in an operating refrigerated Container except if caused solely and directly by our negligence or wilful default;
  - (ix) Loss arising out of circumstances beyond Sea Swift's control; and
  - (x) Loss caused by a person not employed or contracted by Sea Swift.





- (c) To the extent that we, the Agent and our directors, officers, employees and agents have any liability to you or any person for any Loss, the liability for that Loss is limited to two hundred dollars (\$200.00) per package or unit even if you have declared the nature and value of the Goods are greater than this amount. Where the Goods have been packed into a container, loaded on a pallet or unitised into similar article of transport, whether by or on behalf of you or us, it is expressly agreed that such container, pallet or article of transport shall be considered as one package or unit for the purpose of this clause 8.1(c).
- 8.2 A Claim cannot be made against us, the Agent and our directors, officers, employees and agents in connection with, arising out of or in relation to this Agreement and the liability of Sea Swift, the Agent and our directors, officers, employees and agents for such a Claim is absolutely barred, unless you give us a notice of the Claim in accordance with clause 15 setting out reasonable details of the Claim by:
- (a) if delivery of the Goods has occurred, no later than (30) days after delivery of the Goods has occurred; or
- (b) if delivery can no longer occur or hasn't occurred within 7 days after the date of this Agreement, by no later than the earlier of:
- (i) thirty (30) days after the circumstances giving rise to the Claim was known or ought to have been known by the Customer; and
- (ii) twelve (12) months after the date of this Agreement.
- 8.3 Subject to clause 8.4, to the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement.
- 8.4 If any condition or warranty is implied into this Agreement under the *Competition and Consumer Act 2010* (Cth), then our liability (if any) for breach of that condition or warranty in connection with any good or services supplied or to be supplied by us under this Agreement is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.
- 8.5 General Average shall be adjusted, stated and settled at any port or place at the Carrier's option according to York-Antwerp Rules 1994 except Rule XXII, save that General Average on a Vessel not owned or operated by the Carrier shall be adjusted according to the requirements of the owner or operator of that Vessel.
9. **YOUR LIABILITY**
- You indemnify and hold us, the Agents and each of our directors, officers, employees and agents harmless from and against:
- (a) any and all Losses incurred or suffered by us, the Agents and each of our directors, officers, employees and agents, or any other person claiming against us, the Agents and each of our directors, officers, employees and agents, directly or indirectly resulting from or arising out of, in connection with or in relation to this Agreement (including the Carriage undertaken which is the subject of this Agreement) except to the extent that the loss or damage is solely and directly caused by our negligence or wilful default; and
- (b) any losses, fines, penalties, charges, costs, fees or other amounts that we may be required to pay or otherwise become liable or responsible for, due to you not complying with any of your obligations under this Agreement.





10. **CHARGES, BILLING AND PAYMENT**

10.1 Unless otherwise agreed by the parties, our charges for the provision of the Carriage under this Agreement as notified to at the point of sale (**Supply Charges**).

10.2 In addition to the Supply Charges, we will charge you the following:

- (a) Termination Fees – any fees payable in accordance with clause 5.5(d).
- (b) Storage Fees - a fee for all Goods which remain uncollected from us for longer than five (5) days from when the Goods should have been collected. Such fees will be charged after this time at a charge of one hundred dollars (\$100.00) per day, per metric tonne or per cubic metre, whichever is greater.
- (c) Taxes – any taxes (including GST), duties, imposts, levies, regulated charges, port charges, costs, fees and charges that we have to pay (directly or indirectly) when we undertake the Carriage.
- (d) Card payment fee – a fee of 1.5% for paying by Mastercard, Visa or another payment method when we incur a merchant services fee,

(collectively, the **Other Charges**).

10.3 All Supply Charges are payable by you on or prior to when we receive the Goods.

10.4 All Other Charges are payable by you on or prior to when we receive the Goods if known at the time of receipt of the Goods or otherwise within 5 Business Days of Sea Swift making a demand in writing for the payment of such Charges.

11. **LIEN**

11.1 We shall have a lien on the Goods and any documents relating to them and on any other of your goods or documents in our possession for all sums payable by you to us, including costs incurred in exercising the lien and right of sale such as storage and selling costs.

11.2 For the purpose set out in clause 11.1, we have the right to sell any such goods by public auction or private treaty after giving you thirty (30) days' notice.

12. **PERSONAL INFORMATION**

12.1 In this clause, "Privacy Act" means the *Privacy Act 1988* (Cth) and the terms defined in the Privacy Act have the same meaning in this clause (unless otherwise defined in this clause).

12.2 Sea Swift must at all times comply with the Privacy Act in relation to its handling of Personal Information in connection with this Agreement including Personal Information disclosed to it by you.

12.3 Sea Swift may collect and disclose Personal Information about you in accordance with its Privacy Policy, available at <https://www.seaswift.com.au/wp-content/uploads/2020/06/ims-pol-008-privacy-policy.pdf>.

12.4 Sea Swift may also disclose Personal Information about you where disclosure is:

- (a) required to verify your creditworthiness or for the purposes of recovering any amounts owed by you under this Agreement; or
- (b) required for us to carry out our obligations or exercising our rights under this Agreement.

13. **COMPLAINTS AND DISPUTE RESOLUTION**

13.1 If you have a complaint relating to our provision of Carriage or this Agreement generally, you may lodge a complaint with us in accordance with clause 15 of this Agreement.

13.2 We will consider your complaint and, where we deem it appropriate, respond to your





complaint.

14. **FORCE MAJEURE**

14.1 If either party to this Agreement cannot meet an obligation under this Agreement because of a Force Majeure Event:

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by a Force Majeure Event for as long as the Force Majeure Event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

14.2 A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

14.3 Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

15. **NOTICES**

Notices under this agreement must be in writing and given:

- (a) personally;
- (b) by post, addressed to the address nominated by party who is the recipient of the notice – notice is deemed received on the second Business Day after it is posted;
- (c) by e-mail if the party who is the recipient of the notice has provided the other party with an email address – the email is deemed received the day after it is sent to the email address provided; and
- (d) by fax if the party who is the recipient of the notice has provided the other party with a fax number – the fax is deemed received when the fax machine of the sender produces a report stating the fax was sent in full.

16. **BENEFIT OF THIS AGREEMENT**

Every exemption, limitation, condition, liberty and indemnity contained in this Agreement and every right, exemption from liability, defence and immunity of whatsoever nature applicable to us or to which we are entitled under this Agreement shall also be available and shall extend to protect:

- (a) each Agent;
- (b) all managers and managing partnerships of any ship or vessel owned, chartered or contracted by us;
- (c) every other person (other than us) who performs or undertakes the Carriage or any part of it;
- (d) the directors, officers, employees and agents of any person falling within clause 16(a) to (c); and
- (e) all persons who are or might be vicariously liable for the acts or omissions of any person falling within clause 16(a) to (d),

and for the purpose of this clause we are or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them, and all such persons shall to this extent be or be deemed to be parties to the Agreement.

17. **GST**







- 17.1 Unless expressly stated otherwise, all amounts under this Agreement are stated as GST exclusive amounts.
- 17.2 If any GST is or becomes payable in respect of a Taxable Supply of goods or services under this Agreement, the amount payable for that Taxable Supply of goods or services will be increased by an amount equal to the GST payable.
18. **RELEVANT LAW**
- 18.1 This Agreement shall be subject to the laws of the State of Queensland.
- 18.2 If any matter contained in this Agreement is inconsistent with the provisions of relevant and applicable Queensland or Commonwealth legislation, it shall be null and void to the extent of such inconsistency but the Agreement shall in all other respects continue to operate and be binding upon each party.
19. **INTERPRETATION AND GENERAL**
- 19.1 In this Agreement a reference to:
- (a) any law will be read as a reference to that law as amended, consolidated, supplemented or replaced and any regulation, rule, ordinance, proclamation, by-law or judgement made under that law;
  - (b) a document includes any variation or replacement of it;
  - (c) a person, includes an individual, firm, body corporate, an unincorporated association or an authority;
  - (d) the words "include", "includes" and "including" means "including without limitation"; and
  - (e) a reference to "dollars" is to Australian dollars.
- 19.2 If any provision or part provision of this Agreement is unenforceable or invalid:
- (a) it is to be read down or severed to the extent of that unenforceability or invalidity; and
  - (b) it does not affect the enforceability or invalidity of the remaining provisions.
- 19.3 A waiver by a part of a provision or a right under this Agreement is binding on that party only if it is given in writing. A failure by a party to exercise a right, or a delay in exercising a right, does not operate as a waiver of that right or otherwise prevent the party exercising that right.
- 19.4 This Agreement, and other documents referred to this Agreement, is the entire agreement of the parties about the subject matter of this Agreement and supersedes any prior representations, negotiations, arrangements, understandings or agreements and all other communications.
- 19.5 All the rights, immunities and limitations of liability in this Agreement shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the Agreement or any of the provisions by us or any other person entitled to the benefit of these provisions.
- 19.6 This Agreement may be executed in counterparts. All counterparts together will be taken to constitute one instrument.
20. **DEFINITIONS**
- Any word capitalised will have the meaning set out below:
- Agent** means any person who is a Subcontractor or who at any time during the Carriage is or becomes a servant or agent of us or of a Subcontractor.
- Agreement** means these terms and conditions and any other document relating to the Carriage of the Goods.





**Business Day** means a day that is not a Saturday, Sunday or public holiday in any State or Territory in Australia.

**Carriage** means and includes the whole of the operations and services undertaken by us in respect of the Goods in accordance with the terms and conditions set out in this Agreement.

**Claim** means, in relation to a person, any claim, allegation, cause of action, proceeding, liability, suit or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Dangerous Goods** means Goods which is or may become noxious, flammable, hazardous, explosive, offensive, dangerous or damaging, or any prohibited items or weapons as defined under the Australian Dangerous Goods Code, *Dangerous Goods Act 1998* (NT), [Transport Operations \(Marine Safety\) Act 1994 \(Qld\)](#) and *Transport Operations (Marine Safety) Regulation* (Qld).

**Excluded Loss** means:

- (a) loss of profit, revenue or anticipated savings;
  - (b) loss or denial of opportunity;
  - (c) special, incidental or punitive damages; or
  - (d) any indirect or consequential losses or damages of any kind,
- howsoever arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

**Force Majeure Event** means an event beyond the reasonable control of the affected party and not reasonably capable of being prevented by the affected party.

**Goods** means goods, articles and cargo of whatever description which we have contracted to carry under this Agreement, together with any container, packaging or pallets supplied by or on behalf of you.

**GST** has the meaning set out in the GST Act.

**GSA Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Loss** includes any loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Owner** means a person who at the commencement of the Carriage or at any time thereafter up to and including the time when the Goods are delivered, or the Carriage otherwise comes to an end, owns or has any proprietary or possessory interest in or contractual or equitable right to or in respect of any Goods, and includes you.

**Subcontractor** has the meaning given in clause 06.

**Taxable Supply** has the meaning set out in the GST Act.

**Vessel** or **Vessels** includes the ship on which the Goods are transported.

