

Terms and Conditions

1. The transport contractor and driver (taken together, and including any of your subcontractors, 'you') must comply with all relevant laws and regulations and CHEP procedures. This includes adhering to all Commonwealth and state guidelines when transporting on an interstate and/or intrastate basis.
2. You must operate in a safe and environmentally responsible manner.
3. All drivers and other personnel are the responsibility of the transport contractor and must be appropriately qualified, licensed, accredited and trained. All vehicles will at all times be: (i) kept in a safe condition; (ii) of merchantable quality; (iii) fit for the purpose for which vehicles such as the vehicles are commonly used and any particular purpose as specified by CHEP from time to time; and (iv) be fully compliant, operated, maintained and serviced in accordance with all applicable laws and regulations.
4. You will comply with all legal driving requirements, and in particular you will ensure that (i) you comply with all relevant fatigue management and state road traffic authorities' regulations, including driving hours, speed limits and traffic rules, and (ii) all driving, loading and unloading times are correctly documented, with evidence outlining start times, break times and finish times. The transport contractor will at all times keep copies of all relevant log books and run sheets and must make them available to CHEP upon request.
5. You will report any incident and accidents involving CHEP equipment to the CHEP Logistics Department via verbal communication within one hour and by written documentation within 24 hours.
6. You will comply with the requirements, site procedures and directions of CHEP or its personnel while on a CHEP site. All drivers must be wearing their own personal protective equipment and clothing ('PPE') prior to entering any CHEP site. The minimum requirement for all CHEP sites is Safety Boots and Hi-Vis Vest/Shirt. Where a driver does not have all of the required PPE, the driver will not be loaded or unloaded and will be asked to leave CHEP's site immediately.
7. You will ensure that all loads are securely restrained with the appropriate restraints, and that all restraints are within the legal requirements of the manufacturer's specifications and guidelines and in accordance with the NTC Guidelines and Performance Standards for the Safe Carriage of Loads on Road Vehicles (the 'Load Restraint Guide'). You must use taut liners for most loads, although flat tops can be used for CHEP wooden pallets and are mandatory for CHEP cages. You will use corner protectors and/or sleeves (angles) where lashings and loads contact each other (refer to the Load Restraint Guide) for all categories of plastic products. These angles will be fitted to the top layer of the load to ensure that ropes and or straps, when tightened to secure the load, cannot damage the top layer of equipment. The transport contractor will incur a financial penalty for damages caused during transport if you do not follow any of the preceding requirements.
8. You must adjust any mezzanine floors of trailers to full down position prior to entering a CHEP site.
9. You may not operate forklifts at any CHEP site (or at the site of any CHEP customer) without the prior express authority of the CHEP Logistics Department.

10. Contaminated products or products with foreign objects must not be collected or delivered. You must communicate with the CHEP Logistics Department, prior to loading, with regard to any products that have been scheduled for pick-up that are contaminated or unsafe for transportation.
11. If the collection timeframe on CHEP's service request cannot be achieved for any reason, you must contact the CHEP Logistics Department to make alternative arrangements for the collection of the equipment. Time is of the essence.
12. CHEP and you acknowledge that the transport contractor may from time to time use subcontractors to perform services on your behalf. You will be responsible for ensuring the service standards of any subcontractors are appropriate and that they comply with these terms and conditions – including compliance with all relevant laws and regulations and CHEP procedures, as well as operating in a safe and environmentally responsible manner – and any other matters that have been agreed to and or accepted from CHEP. Subcontractors must comply with any and all specific obligations of CHEP that have been communicated to you.
13. You will keep CHEP equipment in good order and condition and will compensate CHEP for any loss suffered by CHEP in connection with your transport or use of CHEP equipment. At all times while performing services, you will hold CHEP equipment as bailee for CHEP, and you will have no lien and will not claim or attempt to claim a lien over any of CHEP's property for any reason. You will bear the risk of all loss, destruction, contamination of or any damage to CHEP equipment whilst in your possession or control.
14. The transport contractor will procure and maintain at the transport contractor's cost and expense all required insurance coverage(s), plus whatever additional coverage(s) that CHEP may require from time to time. The transport contractor will ensure that any subcontractor(s) used from time to time to perform any services has the relevant insurance coverage(s) or that the transport contractor's insurance also covers the subcontractor(s).
15. If you fail to comply with these terms and conditions, CHEP may not be required to pay for the services, and CHEP is not obligated to pay for any additional costs or expenses incurred as a result of such non-compliance.
16. Upon taking possession or control of CHEP equipment, you agree to these terms and conditions. These terms and conditions supersede and take precedence over any and all other terms and conditions when you are performing services for CHEP. These term and conditions may not be altered and or modified by you and/or CHEP site personnel without the prior written approval of the CHEP Logistics Department.
