



Terms and Conditions

These terms and conditions apply to all Services supplied to You by the Company under the Agreement (the "Terms and Conditions").

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 "Application for Credit" means the Credit Account Application document, completed by You and submitted to the Company.
- 1.2 "Company", "We" or "Us" or "Our" means Tutt Bryant Group Limited (ABN 89 009 242 675) trading as Tutt Bryant Quarantine Services and its associated, related, subsidiary and parent companies, successors and assigns.
- 1.3 "GST" means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated Regulations as amended, re-enacted or replaced from time to time;
- 1.4 "Agreement" means the Contract for the Services or Quotation for Services agreed between the parties, including any Application for Credit, these Terms and Conditions, and any Annexes provided to You to form the whole Agreement.
- 1.5 "Rate" means the amount You must pay for the Services, as set out in the Quotation or Contract for the Services, as applicable.
- 1.6 "Services" means the supply of services as approved by the Department of Agriculture, Fisheries and Forestry Arrangement License Conditions that may be added to or deleted from time to time.
- 1.7 "Client", "You" or "Your" means the person or entity who engages Us for the Services, including any related, associated or subsidiary bodies corporate, successors and permitted assigns, or Your directors, officers, employees, contractors, servants or agents.
- 1.8 "Insolvency Event" means any circumstances where We reasonably believe that You are unable to pay Your debts as and when they fall due or You have suffered a material adverse change in Your financial circumstances.
- 1.9 "Loss" means any claim, demand, cause of action, loss and damage, liability, costs (including legal costs on an indemnity basis) and expenses (including any GST payable) and is not limited by the Losses which were contemplated by the parties at the time of entering into this Agreement.
- 1.10 "Website" means www.tuttbryant.com.au as redirected from time to time.
- 1.11 "Modern Slavery Laws" means any law, statute, or regulation that prohibits the exploitation of workers, including but not limited to human trafficking, slavery, servitude, forced labour, debt bondage, or deceptive recruitment for labour or services, as well as any similar forms of exploitation. This includes laws applicable or in force in the jurisdiction where the Company or You are registered, conduct business, or where activities related to this Agreement are performed, including (where applicable) the Modern Slavery Act 2018 (Cth), as specified in Clause 4.
- 1.12 "Annexes" means any supplementary materials that complement this Agreement and form an integral part thereof, as applicable. These annexes set out agreed scope of Services provided to You by the Company and its associates.

Interpretation

1.13 In these Terms and Conditions:

- a) Words importing the singular include the plural and vice versa;
- b) An obligation of two (2) or more Clients binds You jointly and severally;
- c) A reference to writing includes email and any communication through Our website;
- d) A reference to a party to these Terms and Conditions includes that party's executors and administrators if applicable;
- e) A reference to a clause or paragraph is a reference to these Terms and Conditions;

A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

2. THIS AGREEMENT

Acceptance

- 2.1 You accept these Terms and Conditions by doing one or more of; signing and returning a copy to Us or by other conduct, including verbal acceptance (such as by telephone) or by commencing or continuing to accept the Services. Where You engage in conduct that constitutes acceptance of these Terms and Conditions, You will be bound by these Terms and Conditions irrespective of whether You have signed and returned a copy to Us.

Capacity and Authority

- 2.2 You warrant that You have obtained all the necessary authorisations and have full legal capacity to enter into and perform this Agreement.
- 2.3 The person signing this Agreement on Your behalf warrants that they have Your authority to enter into this Agreement on Your behalf and to bind You to the Agreement.

Entire Agreement

- 2.4 This Agreement and its Annexes form the entire agreement between the parties for Services. It replaces and supersedes any previous agreements, proposals, correspondence, understandings or other communications between the parties, whether written or verbal. Any terms contained in any document supplied by You do not form part of the Agreement, including any terms of Your purchase order.

Our Relationship

- 2.5 We are Your independent contractor. Unless otherwise agreed by the parties in writing, You agree that the parties are not in a partnership, joint venture, fiduciary, employment, agency or other relationship.

Changes to these Terms and Conditions

- 2.6 At any time, We may update or alter these Terms and Conditions in writing. Any updated or altered Terms and Conditions will apply from the date of alteration. A copy of current Terms and Conditions can be found on the Website or by requesting a copy from Us.
- 2.7 Any amendments, variations or changes to this Agreement may only be made in writing.

Payment

- 2.8 You must pay all Rates, Additional Expenses and GST to Us by the specified Due Date.
- 2.9 Any method of payment is at Our discretion and may include the use of a direct debit facility or credit card facility.
- 2.10 If You do not pay Us by the Due Date, We may:
 - a) Charge interest on all overdue amounts at the rate of 2% above the nominated overdraft rate per month or part thereof, compounding monthly. The parties agree that this interest charge is not a penalty,

1	16-SEP-2025	As Required	TBG Executive Manager-Corporate	TBG Executive Manager-Corporate		Ref #	TBG-CS-REF-009
Version	Issue Date	Review Date	Document Owner	Approver			Page 1 of 5



but a true measure of damages incurred by Us;


- b) Require You to pay cash prior to any further Services, or suspend any further Services to You;
- c) Demand Your immediate payment of all outstanding monies; and
- d) Exercise any other rights available to Us under these Terms and Conditions.

Credit Accounts

- 2.11 You may apply for a Credit Account with Us for the Services by completing an Application for Credit.
- 2.12 In requesting credit from Us, You warrant that You are solvent and information provided in any Application for Credit is true and correct.
- 2.13 We have no obligation to provide or continue to provide credit facilities to You, and You are not entitled to credit facilities until You receive an approved Credit Account with Us. Any extension of credit to You is governed by the Terms and Conditions of this Agreement.
- 2.14 You agree to advise Us of any changes in Your financial position or creditworthiness which would have an effect on Us continuing to extend credit to You.
- 2.15 A Credit Account must only be used by You. You must not assign, transfer or make the Credit Account available to any other entity or person (including by a subsequent purchaser of You) without Our prior written consent.
- 2.16 Any credit limit placed on Your Credit Account is for Our administrative purposes only and does not constitute a term of this or any other contract You have with Us (including any guarantee document).
- 2.17 If You exceed the credit limit placed on Your Credit Account, We may require You to make immediate payment on Your Credit Account to return Your Credit Account to the credit limit before supplying any further Services.
- 2.18 You authorise Us to debit Your Credit Account with the value of the Services supplied to You, and all other amounts owed by You to Us, including Additional Expenses.

3. SERVICE TERMS

- 3.1 Our normal operating hours are those advertised at our Depot and/or on Our quotations. Out of hours access and Services will be quoted at those rates applicable and are subject to availability.
- 3.2 Our Standard Storage Terms are no storage is applicable until 3 free days after release, unless otherwise stated in these Terms and Conditions and/or the Quotation for Services.
- 3.3 All Stevedore and Empty Park Booking Fees will be invoiced on a "at cost" basis. Rate notice periods may vary from time to time, We are not liable for additional charged not notified at the time of quotation.
- 3.4 Any Stevedore or Empty Container Park Penalty Fees incurred due to circumstances beyond Our control, due to information accuracy or late notice will be on-charged at cost to You.
- 3.5 Out of Gauge work is subject to resource planning and capacity. Additional services or resources may be required and will incur additional charges. Lifting diagrams are required for all OOG services to assess and plan adequately.
- 3.6 If We are unable to perform a task due to waiting for direction, storage charges will apply from the date of receipt into Our Depot to the direction received date. Charges are based on calendar days.
- 3.7 Containers with an ICS status that inhibits unpack / quarantine processes will have storage charges applied at the applicable rate after 3 days once released. Charges are based on calendar days.
- 3.8 Export container storage applies when a container remains in Our Depot longer than 5 full days prior to delivery to the Stevedore. Once the container has exceeded the storage term calendar days are chargeable.
- 3.9 All Machinery Inspections are subject to the requirements as outlined in "[Machinery Cleaning Guides and Checklists - DAFF](#)".
- 3.10 Container storage is applicable on Quarantine Services that cannot be actioned by Us without Department of Agriculture, Fisheries and forestry (DAFF) / Department of Primary Industries and Regional development WA (DPIRD) process, from gate into Our Depot until inspection date. Calendar days are chargeable.
- 3.11 DG container storage is applicable from gate in date to gate out date. Calendar days are chargeable.
- 3.12 We are not liable for Stevedore storage, late and missed booking fees nor Export late receipt penalties, container demurrage due to Stevedore performance or actions beyond our control.
- 3.13 We are not liable for delays on planned deliveries due to a Stevedore:
 - a) Activating the TMA, which reduces standard access to their terminals.
 - b) Offers Import Containers access of less than 3 days before storage containers. Day is defined as Monday – Friday 16 hours access per day minimum, and/or Saturday – Sunday 8 hours access per day minimum.
 - c) Offers Export Terminal access of less than 3 days before cut-off. Day is defined as Monday – Friday 16 hours access per day minimum, and/or Saturday – Sunday 8 hours access per day minimum.
 - d) Reduces daily access to de-hire through booking restrictions or withdrawal of service.
- 3.14 We will not be liable for delivery delays, container demurrage, late booking/missed booking fees due to Empty Park performance or actions beyond Our control.
- 3.15 We will not be liable for delays on planned deliveries due to Empty Parks:
 - a) Activating the TMA, reducing standard access to their terminals.
 - b) Reducing daily access to de-hire through booking restrictions or withdrawal of service.
- 3.16 Empty Containers de-hired to external parties may incur missed booking fees and be applied due to circumstances outside of Our control.
- 3.17 Delivery destinations not listed for service are price on application only and subject to resource availability.
- 3.18 We do not offer residential delivery services.
- 3.19 Shipments that require Western Power or Single Trip Permit, will be subject to Main Roads approval. Delays in receiving permits is outside of Our control and may incur additional costs due to delay.
- 3.20 Containers and/or cargo exceeding 24T will incur an extra mass fee. Mass will be determined by EDO, CWD or Weighbridge Docket.
- 3.21 Fuel Levy is determined by transport providers rates as provided.
- 3.22 Quarantine Inspection fee is chargeable on all inspections for time taken.
- 3.23 We are not liable for DAFF delays on booking confirmations or inspections. Storage applies based on resource, distance and yard management required for Quarantine Goods / Services.
- 3.24 Goods under quarantine control is subject to storage charges as applicable and notified. If the confirmed booking is modified by the DAFF, at no fault of US, the storage time will be extended.
- 3.25 We have no control on the Quarantine Officer, inspection outcome or directions issued.
- 3.26 No processing, inspections, treatment or bookings will be actioned on Quarantine Services and/or Item until a direction is provided. Delays on service and/or additional charges incurred are not at the liability of Us if directions are not provided.
- 3.27 Fumigation will be carried out as per Quarantine Direction and relevant methodology. A shipment may be refused treatment if the shipment does not comply with the relevant methodology.
- 3.28 Fumigation treatments subjected to partial or full unpack by an officer will incur additional service charges.
- 3.29 A Commodity Declaration must be provided for all fumigation

1	16-SEP-2025	As Required	TBG Executive Manager-Corporate	TBG Executive Manager-Corporate		Ref #	TBG-CS-REF-009
Version	Issue Date	Review Date	Document Owner	Approver			Page 2 of 5



containers including a Biosecurity Declaration. The declaration must outline the commodity adheres to all conditions within the Methyl Bromide fumigation methodology July 2018 or subsequent version.

- 3.30 Export Fumigation Certificate template for Methyl Bromide shipments must be completed and provided to Us prior to treatment.
- 3.31 Request for Permit (RFP) must be provided prior to shipment arrival at Our facility to enable Authorised Officers to perform inspection after fumigation. Additional charges may apply if RFP is not provided prior to arrival.
- 3.32 Import/Unpack containers require a packing list prior to service to assess accurately the required resources and capacity of Us to perform the required task. All pallet configurations for loose carton unpacks are required including pallet type required. Delays due to the non-provision of required information is not at the liability of Us. If re-work of pallet configuration is required as Ti-Hi or pallet type was not outlined clearly prior to the service, additional fees will be incurred.
- 3.33 We have the right to refuse unpack services on cargo deemed unsafe or unsuitable for the resources available on site.
- 3.34 All Dangerous Goods are subject to assessment and may be refused service if of a category We do not have the resources to handle.
- 3.35 All out of scope work is subject to assessment and may be refused service if of a category We do not have the resources to handle.
- 3.36 Storage of all cargo is subject to charges by calendar day once free-time count has ended.
- 3.37 Storage of cargo is subject to assessment and may be refused if We do not have the resources or capacity to store appropriately due to the nature of the cargo.
- 3.38 All cargo under DAFF is required to be handled, stored and managed in restricted and compliant procedures of service. These factors reduce storage capacity and alter the storage service available to cargo under impediments. Additional charges and fees are incurred due to compliance. Service and/or storage of cargo may be refused if We are unable to maintain appropriate levels of compliance on items.
- 3.39 We are not liable for any damage that may occur due to the cleaning process or treatment as directed by DAFF.
- 3.40 We are not liable for the removal of components due to the requirements of the services being provided under the instruction of DAFF.
- 3.41 We do not in any circumstance accept FCL personal effects.
- 3.42 We are not liable for delays due to external elements such as weather events or those noted in Clause 5.5 of these terms.
- 3.43 Additional fees may be incurred in relation to Biosecurity events caused by your freight.
- 3.44 Damage to external areas of containers may be subject to survey at your cost prior to opening due to safety requirements.
- 3.45 No cargo restrained on roofs of containers will be accepted.
- 3.46 We are not liable for any loss or additional costs incurred by You should DAFF direct that items be subject to destruction or re-export.

4. MODERN SLAVERY

- 4.1 You must ensure that You, and Your officers, employees, agents, and subcontractors:
- Comply with all applicable Modern Slavery Laws, statutes, regulations, and codes;
 - maintain and enforce appropriate policies and procedures to ensure compliance with Modern Slavery Laws;
 - Do not engage in or facilitate modern slavery or cause the Company to breach Modern Slavery Laws;
 - Notify the Company's representative immediately upon becoming aware of any actual or potential breach of this clause;
 - Provide all information and assistance reasonably requested by the Company regarding compliance with this clause; and

- Allow the Company or its nominee to audit compliance upon request.
- Before engaging any person to undertake activities under this Agreement, You must conduct reasonable due diligence on their compliance history and ability to adhere to Modern Slavery Laws.

- 4.2 You indemnify the Company against any liability the Company may suffer or incur due to Your failure to comply with this clause, except where such liability is caused or contributed to by the Company's negligence, breach, or willful misconduct.
- 4.3 You release the Company from all claims You may have against it relating to the exercise of the Company's rights under this clause.

5. LIMITATION OF LIABILITY

Exclusion of Implied Terms

- 5.1 Nothing in these Terms and Conditions modifies, restricts or excludes the conditions, warranties, undertakings and other legal rights under any statute (including the Competition and Consumer Act 2010 (Cth) as amended from time to time) where to do so would contravene that statute or cause any provision of these Terms and Conditions to be void. Except as expressly set out in any statute or these Terms and Conditions.

We make no warranties or other representations under or in connection with these Terms and Conditions, and in that regard Our liability is limited to the fullest extent permitted by law.

- 5.2 To the extent permitted by law, all implied terms, guarantees, conditions and warranties are excluded from these Terms and Conditions, including:
- All conditions and warranties as to the quality of the Services provided. You are responsible for ensuring that the Services quoted and provided are those required by You to meet Your requirements; and
 - You agree that You have not relied on any inducement, representation or statement made by Us in procuring the supply of the Services.

Cap on Liability

- 5.3 To the extent permitted by law, Our total liability arising from breach of this Agreement (including a breach of these Terms and Conditions, tort law or negligence) will not exceed the value that You paid for the Services, or \$10,000 (whichever is lower), and will be limited to Our choice of resupply or reimbursement.

Consequential Loss

- 5.4 We are not liable to You for any loss of profits, loss of sales, loss of market, loss of goodwill or reputation, third party claims, incidental or special damages or indirect or consequential loss of any kind.

Force Majeure

- 5.5 Neither party will be liable for any breach of these Terms and Conditions which is wholly or partly caused by something outside the party's reasonable control, including war, strikes, riots, lockouts, industrial disputes or unrest, government restrictions or intervention, fire, pandemics and epidemics, storm or tempest. Your obligation to pay for the Services is not affected by this clause.

6. INDEMNITY

- 6.1 To the extent permitted by law, You indemnify Us against and You must pay Us for any Loss that We may suffer or incur as a result of any act or omission by You (or any entity or person that You are responsible for) in relation to the Services, including but not limited to:
- any breach of these Terms and Conditions by You;
 - Your negligence, willful misconduct or fraud;
 - Your failure to perform Your obligations of these Terms and Conditions, including any omission by You;
 - You entering the Agreement without having power and/or authority to do so; and
 - Our recovery, or attempt to recover, any amounts which You fail to pay

1	16-SEP-2025	As Required	TBG Executive Manager-Corporate	TBG Executive Manager-Corporate		Ref #	TBG-CS-REF-009
Version	Issue Date	Review Date	Document Owner	Approver			Page 3 of 5



by the Due Date and any action taken to secure a charge or security interest under these Terms and Conditions (including mercantile fees and legal costs on an indemnity basis).

7. PRIVACY

- 7.1 We may collect personal and credit information in Our dealings with You (or any of Your guarantors) in accordance with Our Privacy Policy pursuant to the Credit Reporting Code, the Privacy Act 1988 (Cth), the *Privacy (Enhancing Privacy Protections) Act 2012*, and the Australian Privacy Principles. You consent to that information being collected. You can obtain a copy of Our Privacy Policy by contacting Us in writing or by visiting Our Website.

8. GENERAL

Survival

- 8.1 Any clauses which are expressed to or are, by their nature, intended to survive expiry or termination of these Terms and Conditions will survive expiry or termination of these Terms and Conditions for any reason.

Waiver of Future Breaches

- 8.2 A failure to exercise or a delay in exercising any right, power or remedy under these Terms and Conditions does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

Severance

- 8.3 If any part of these Terms and Conditions becomes void or unenforceable for any reason, then that part will be severed and, to the extent possible, all remaining parts continue with full force and effect without being affected by the severance of any other parts.

Counterparts

- 8.4 These Terms and Conditions may be executed in any number of counterparts, each of which when executed and delivered constitutes a duplicate original, but all counterparts together constitute one agreement.

Notices

- 8.5 In addition to any other method of service provided by law, a notice may be sent by prepaid post, facsimile, email or courier to the address of a party as that address set out in the Quotation or subsequently notified. A notice has no legal effect unless it is in writing. A notice is deemed to have been delivered and received on the day if by hand, courier, email or fax, or otherwise on the second business day after posting.

Governing Law

- 8.6 The Agreement is governed by the laws of the State or Territory as We may determine in Our sole discretion. Proceedings by either party may be commenced and/or continued in the State or Territory We determine in Our sole discretion. If We do not make any determination, You consent to any proceedings being commenced and heard in Western Australia.

Version: September 2025

1	16-SEP-2025	As Required	TBG Executive Manager-Corporate	TBG Executive Manager-Corporate		Ref #	TBG-CS-REF-009
Version	Issue Date	Review Date	Document Owner	Approver			Page 4 of 5



1	16-SEP-2025	As Required	TBG Executive Manager-Corporate	TBG Executive Manager-Corporate		Ref #	TBG-CS-REF-009
Version	Issue Date	Review Date	Document Owner	Approver			Page 5 of 5