360 OPERATIONS GROUP

TERMS OF TRADE

Transport terms and conditions.

For every transport job we do for you.



1300 360 365

solutions@360operationsgroup.com.au · 360operationsgroup.com.au

360 Operations Group Pty Ltd · ABN 44 701 918 498 · Version 1, effective 1 September 2026

THE SHORT VERSION

What you need to know.

The full terms follow. If the two ever differ, the full terms apply.

Please read clauses 14 and 16 before you book: our liability for loss or damage is limited, and we don't insure your goods.

QUOTES

Valid for 7 days. Prices are in Australian dollars and exclude GST

PAYMENT

Due 7 days from the invoice date. A first job may need paying in full before we confirm it (clause 2.5)

CANCELLING

Free until 4pm Sydney time on the business day before pick-up

FREE WAITING TIME

As shown in your quote, or 30 minutes at each pick-up and delivery if your quote doesn't say

DAMAGED GOODS OR MISSING ITEMS

Note it on the proof of delivery where you can, then tell us in writing within 2 business days, with photos

GOODS THAT DON'T ARRIVE

Tell us in writing within 7 days of the expected delivery date

OUR LIABILITY LIMIT

$1,000 per consignment ($100 for furniture, household goods, unpackaged items and goods in clause 4.3). Details in clause 14. Your consumer law rights stay (clause 21)

INSURANCE

Not included. If your goods are worth more than our limit, arrange your own transit insurance (clause 16)

DANGEROUS GOODS

Not part of a standard job. Ask us for a separate quote in writing

LAW

New South Wales

CONTACT

1300 360 365 or solutions@360operationsgroup.com.au

01 About these terms

1.1 These terms apply to every transport service 360 Operations Group Pty Ltd (ABN 44 701 918 498) provides to you, including point to point jobs, truck and driver hire, regular runs and shared freight. "We", "us" and "our" mean 360 Operations Group Pty Ltd. "You" and "your" mean the customer named in the quote, booking or account.

1.2 Every quote and booking confirmation we send links to these terms and shows their version. You accept that version when you sign it, confirm a quote or booking, or hand goods to us after receiving the link. Handing goods to a subcontractor we've arranged counts too.

1.3 If documents conflict, this order applies: first a written agreement signed by both of us, then your quote or booking confirmation, then these terms. Your own terms and conditions, such as those on a purchase order, don't apply unless we agree to them in writing.

1.4 In these terms:

- "business day" means a day other than a Saturday, Sunday or public holiday in the state where the pick-up is
- "consignment" means goods picked up from one address for delivery to one address under one booking
- "goods" means everything you ask us to move, including pallets, packaging and containers
- "job" means the service described in your quote or booking
- "proof of delivery" means the signature and photo we take at delivery, or another delivery record we hold
- "subcontractor" means another carrier, owner-driver or service provider we use for any part of a job, and their staff
- "in writing" includes email

02 Quotes and bookings

2.1 We base each quote on the information you give us. That includes the addresses, dates and times, the number, weight and size of the items, and access at each site. If that information is wrong or changes, the price can change. Where we can, we'll tell you the new price before the job goes ahead.

2.2 A quote is valid for 7 days from the date we send it, unless it says otherwise.

2.3 Unless your quote says otherwise, each delivery is priced as a separate job.

2.4 A booking is confirmed once we confirm it in writing. We can decline a booking.

2.5 We invoice after delivery. We can ask for some or all of the price up front, for example on your first job with us. If we do, your quote shows the amount, and we confirm the booking once the payment has arrived, unless the quote says otherwise.

03 Your goods and your information

3.1 You must give us accurate information about the goods and the job, including:

- what the goods are, and anything fragile, valuable or hazardous about them
- the weight and size of each pallet or item
- the pick-up and delivery addresses, contacts and opening hours
- anything at either site that affects the job, such as access limits, a steep driveway, a dock booking or a site induction

3.2 You must make sure the goods are packed, wrapped, labelled and secured so they can handle normal loading and transport. Pallets must be in good condition and goods must not overhang them.

3.3 Unless your quote includes a tail-lift or hand loading, goods must be loaded and unloaded by forklift, with an operator, at both ends. Any single item over 30 kg needs a forklift or a tail-lift. Tail-lifts have weight and size limits, so tell us the weight of the heaviest pallet or item. Your booking confirmation shows how each end will be loaded and unloaded. If it isn't as shown, clause 9.3 applies.

3.4 If the goods are bigger, heavier or more numerous than you told us, we'll charge for what we actually carry. We can refuse or reschedule the job if the vehicle can't carry the goods safely.

3.5 If the goods belong to someone else, you confirm you have their authority to book the job on these terms.

3.6 We carry palletised and packaged freight. We only carry unpackaged items, furniture or household goods if your quote says so.

04 Dangerous, restricted and refused goods

4.1 We don't carry dangerous goods or temperature-controlled goods as part of a standard job. If you need them moved, ask us for a separate quote in writing before pick-up.

4.2 If we quote separately for dangerous goods, the quote will list the paperwork we need. You must classify, pack, mark and document the goods as the Australian Dangerous Goods Code requires.

4.3 Unless we agree in writing, we don't carry cash, jewellery, precious metals, artwork, antiques, perishable goods, live animals, firearms, ammunition, motor vehicles, or anything that is illegal to possess or transport.

4.4 If you hand over goods covered by clause 4.1 or 4.3 without our written agreement, we can refuse them, or unload, store or return them at your cost. We're not liable for loss of or damage to those goods. If goods are dangerous and there's no safe alternative, we can dispose of them.

4.5 We can inspect goods if we reasonably believe they're dangerous, unsafe or not as described.

05 Safety and road transport laws

5.1 We each have duties to keep road transport safe. Under the Heavy Vehicle National Law, these are the Chain of Responsibility duties. In Western Australia and the Northern Territory, local road and work health and safety laws apply instead. Wherever the job is, you agree to meet the Chain of Responsibility duties as if that law applied to you.

5.2 You must not ask, pressure, reward or schedule us or the drivers on your job in a way that would break those laws or duties. That includes speeding, driving while fatigued, breaching work and rest hours and overloading a vehicle.

5.3 You must give us accurate weights and dimensions. Anyone who packs or loads the goods for you must do it safely, within the vehicle's limits and so the load can be properly restrained.

5.4 The driver can refuse a load, or ask for it to be re-packed or re-loaded, if they believe it's unsafe or over the limits. If the problem is on your side, the time this takes counts as waiting time.

5.5 We won't break these laws to meet a time. A delay caused by complying with them is not a failure on our part.

5.6 Everyone at a pick-up or delivery must follow that site's safety rules. Tell us before the job about any site rules, inductions or protective equipment we'll need.

06 Pick-up and delivery

6.1 Pick-up and delivery times are estimates, unless your quote or booking confirmation gives a fixed time in writing. If we know a pick-up or delivery will be more than an hour late, we'll tell you by phone or email during office hours (7am to 5pm, Monday to Friday).

6.2 We deliver to the address on the booking, at the kerb or the nearest point the vehicle can safely reach, unless your quote includes delivery further in.

6.3 At delivery we take a signature and a photo as proof of delivery. We only leave goods without a signature if you or the receiver asked us to in writing before delivery (a text or email is fine). We'll leave them where you asked. The photo is then the proof of delivery, and goods left this way are at your risk once they're left.

6.4 If no one is there to receive the goods, the site is closed or the goods can't be unloaded, we'll try to contact you. We may wait, and waiting time applies. We may leave the goods if you've authorised it. Or we may take them away for redelivery or storage under clause 18, at your cost.

6.5 We choose the route, vehicle and method for each job. Once goods are picked up, we may not be able to change the delivery details. If we can, extra charges may apply.

07 Waiting time and extra charges

7.1 Your quote shows the free waiting time and the waiting rate. If it doesn't show the free time, the first 30 minutes at each pick-up and each delivery is free. After that, waiting is charged in 15-minute blocks at the rate in your quote. If we charge waiting time, your invoice shows the times it's based on.

7.2 Waiting time includes time spent waiting for a dock or booking slot, for goods or paperwork to be ready, or for a load to be re-packed or re-loaded under clause 5.4.

7.3 Hourly hire is charged in 15-minute blocks, on the basis set out in your quote, and never less than the minimum hire in your quote. Day hire includes the hours and kilometres in your quote. Extra hours and kilometres are charged at the rates in your quote.

7.4 For shared freight, we charge per pallet space (up to 500 kg a pallet) or by weight. Cartons and other freight without a pallet are charged on the greater of their actual weight and their cubic weight (250 kg for every cubic metre of space they take up). Each consignment has a minimum charge.

7.5 Extras are charged at the rates in your quote. They can include tail-lift, hand loading or unloading, residential delivery, after-hours or weekend work, and extra pick-ups or deliveries. If you ask for something your quote doesn't cover, we'll tell you the cost before we do it, where we can.

7.6 A redelivery is charged at the quoted price for that delivery. Storage is charged at the rate in your quote or, if there isn't one, at our cost plus a handling charge. Where we can, we'll tell you the cost before we store the goods.

7.7 Tolls are charged at cost, unless your quote says they're included.

7.8 If a subcontractor charges us extra because of your instructions, a delay on your side or the job not being as you described it, we'll charge you that extra plus any administration charge shown in your quote. Examples are more pallets, heavier goods, a residential address, hand unloading or waiting. If that charge reaches us after we've invoiced you, we'll send a separate invoice with the details within 60 days of delivery.

08 Regular runs

8.1 This clause applies when we agree to do a run for you on a regular schedule.

8.2 The run price is fixed for the term we agree, which is 3 months unless your quote says otherwise. The fuel levy still moves under clause 10.3.

8.3 Runs don't go on public holidays in the pick-up state. We'll tell you at least 7 days ahead, and there's no charge for a run that doesn't go.

8.4 You can skip a run by telling us at least 24 hours before it's due. You can change your run days by giving us 5 business days' notice. If you skip a run with less notice, clauses 9.2 and 9.3 apply as if you had cancelled it.

8.5 We send one invoice a week for each schedule.

09 Changes and cancellations

9.1 You can change or cancel a booking at no charge until 4pm Sydney time on the business day before pick-up. Tell us by phone or email. We go by the time we receive it. Regular runs follow clause 8.4.

9.2 If you cancel after that, but before the vehicle has left for the pick-up, we charge 50% of the quoted price, or the minimum charge in your quote if that's higher.

9.3 If you cancel after the vehicle has left for the pick-up, we charge for a failed pick-up. We also charge for a failed pick-up if the job can't go ahead when the vehicle arrives because of something on your side. Examples are goods that aren't ready, no access, no one there or no forklift. For hourly hire, a failed pick-up is charged for the time spent, and at least the minimum hire. For day hire and fixed-price jobs, it's the quoted price without the fuel levy, plus any tolls we've already paid.

9.4 If a subcontractor we've booked for your job charges us more than the charges in clauses 9.2 and 9.3, we may charge you that amount instead, up to the quoted price.

9.5 These charges cover costs we can't get back once a vehicle and driver are committed to your job.

9.6 If we have to cancel or delay a job, for example because of a breakdown or unsafe conditions, we'll tell you as soon as we can. We'll also offer the next available time. If that time doesn't suit you, you don't pay for the job, and we'll refund anything you've paid for it in advance.

10 Prices, fuel levy and GST

10.1 Prices are in Australian dollars. All amounts in these terms exclude GST, including cancellation, failed pick-up, waiting, storage and pass-through charges. We add GST where it applies and give you a tax invoice, including for anything paid up front. If you're a private customer, your quote also shows the total price including GST.

10.2 Our fuel levy is a percentage added to our freight charges. Your quote shows what it applies to.

10.3 We review the fuel levy every week against the diesel terminal gate prices published by the Australian Institute of Petroleum. The levy in your quote applies to the job you book from it. A regular run is charged at the levy for the week of each run, unless your quote or a written agreement fixes or caps it. Your invoice shows the levy we've applied.

10.4 For accounts, and for regular runs after their fixed term, we can change our rates, other than the fuel levy, by giving you 30 days' notice in writing. If you don't accept a change, you can end the arrangement before it takes effect, and you only pay for work already done.

11 Invoices and payment

11.1 We invoice after the job is done, or once a week for regular runs. Payment is due 7 days from the invoice date. A longer payment term applies only if we agree it in writing.

11.2 Pay by bank transfer to the account shown on the invoice, or by another method the invoice offers.

11.3 If you think an invoice is wrong, tell us in writing within 14 days of the invoice date and pay the part you don't dispute. We'll work through the rest with you.

11.4 You must pay our invoice even if you've made a claim for loss or damage. You can't deduct a claim from what you owe us unless we agree in writing. We deal with claims separately under clause 15.

11.5 If an amount is overdue, we can:

- charge interest on it at 15% a year, calculated daily from the due date until it's paid
- recover our reasonable costs of collecting it, including collection agent and legal fees
- after telling you in writing, stop taking new bookings from you, or ask for payment before pick-up, until your account is up to date

12 Our right to hold goods

12.1 If an amount you owe us is overdue and not disputed, we can tell you in writing that the charges for any jobs not yet delivered must be paid before delivery. We can then hold those goods until both amounts are paid.

12.2 While we hold goods, storage and handling charges apply and the goods are at your risk.

12.3 If an amount is still unpaid 60 days after we've told you in writing that we intend to sell goods we hold, we can sell them. We'll follow any process the law requires. We'll use the proceeds to pay what you owe and the costs of the sale, and pay you anything left over.

13 Subcontractors

13.1 We may use subcontractors for all or part of a job, and give them the information they need to do it.

13.2 When we use a subcontractor, we stay responsible to you under these terms, and you deal with us about the job.

13.3 Our employees, agents and subcontractors can rely on the exclusions and limits in these terms as if they were us. We agree to this for them, as their agent.

14 Loss, damage and our liability

14.1 We're not a common carrier. We choose which jobs we accept, and our liability is set by these terms rather than by the stricter rules that apply to common carriers.

14.2 We're responsible for loss of or damage to goods while they're in our care or a subcontractor's care, from pick-up until delivery, to the extent we or they caused it. Clauses 14 and 15 limit that responsibility.

14.3 Our total liability for loss of or damage to the goods in a consignment is limited to the lowest of:

- the cost of repairing the goods
- the value of the goods, meaning what you paid for them or, if you made them, what they cost you to make
- $1,000

For furniture, household goods, unpackaged items and goods listed in clause 4.3, the limit is $100 per consignment instead. These limits apply unless we've agreed a higher limit in writing before pick-up under clause 16.2. We pay one limit per consignment, however many people claim.

14.4 We're not liable for:

- loss of profit, revenue, business or opportunity, or any other indirect or consequential loss
- delay, unless we agreed a fixed time in writing, in which case clause 14.5 applies
- loss or damage caused by you, the receiver or anyone acting for you, including by wrong or missing information or by packing, labelling or loading done by you or for you
- loss or damage caused by the nature of the goods, such as natural deterioration or a fragility the packing doesn't allow for
- goods left without a signature at your or the receiver's request under clause 6.3
- goods we didn't agree to carry under clause 4
- anything outside our reasonable control under clause 20

14.5 If we miss a fixed time we agreed in writing, and it's our fault, our liability is limited to doing that job again or refunding what you paid for it.

14.6 Nothing in this clause limits our liability for death or personal injury caused by our negligence, or for our fraud or wilful misconduct. Nothing in these terms takes away rights you have under the Australian Consumer Law (clause 21).

15 Claims

15.1 If goods arrive damaged or with items missing, note it on the proof of delivery where you can. Then tell us in writing within 2 business days of delivery, with photos of the goods and packaging.

15.2 If goods don't arrive, tell us in writing within 7 days of the expected delivery date.

15.3 To make a claim, send us the following within 5 days of delivery or, for goods that don't arrive, within 7 days of the expected delivery date:

- the proof of delivery, or the booking details if there isn't one
- photos of the goods and the packaging
- a copy of your invoice for the goods, or other proof of their value
- the amount you're claiming and how you worked it out

15.4 Keep the goods and packaging until we've inspected them or told you we don't need to. Don't throw them out or have them repaired before then unless we agree.

15.5 If you can't meet a time limit in this clause, tell us as soon as you can. We won't refuse a late claim for that reason alone. We can refuse it, or reduce what we pay, to the extent the delay stops us checking the claim or recovering the cost from a subcontractor.

16 Insurance and higher limits

16.1 We don't insure your goods, and nothing in these terms or in our quotes means your goods are insured. Our liability is limited under clause 14 (subject to clause 21), so if your goods are worth more than that limit, arrange your own transit insurance.

16.2 If you want us to accept a higher limit for a consignment, ask us in writing before pick-up and tell us what the goods are worth. If we agree, we'll confirm the higher limit and any extra charge in writing. We can decline.

17 Pallets

17.1 We don't exchange or transfer hire pallets, such as CHEP or Loscam pallets, unless we agree in writing. You're responsible for arranging pallet transfers and paying pallet hire charges.

17.2 Pallets travel as part of your goods. We're not responsible for pallets the receiver keeps.

18 Storage and goods we can't deliver

18.1 If we can't deliver goods, for example because the receiver refuses them, the address is wrong or no one is there, we'll try to contact you and then follow your reasonable instructions, at your cost.

18.2 If you don't give us instructions within 2 business days of us asking, we can return the goods to the pick-up address or store them with a third party, at your cost and risk. We'll tell you where, and what it costs, first.

18.3 If goods are still unclaimed 60 days after we've asked you in writing to collect them or give instructions, we can sell or dispose of them. We'll follow any process the law requires. We'll use any proceeds to pay what you owe us and the costs of the sale, and pay you anything left over.

19 Losses you cause us

19.1 You must cover our loss, costs and liability, including fines and claims by others such as the owner of the goods, to the extent they're caused by:

- you breaking these terms
- wrong or missing information about the goods or the job
- dangerous or restricted goods we didn't agree to carry
- the negligence of you or anyone acting for you

19.2 Clause 19.1 doesn't apply to the extent we or a subcontractor caused the loss.

19.3 The owner of the goods may not be bound by these terms, because you didn't have their authority under clause 3.5. If they then recover more from us than these terms allow, you must cover the difference. This applies even where clause 19.2 would otherwise stop it.

20 Things outside our control

20.1 We're not liable for failing to do a job, or for delay, caused by something outside our reasonable control. That includes severe weather, floods, fire, road closures, accidents we didn't cause, industrial action, government action and failures of power, phone or IT systems.

20.2 If that happens, we'll tell you as soon as we can and do the job as soon as it's reasonably possible. If it can't be done within 5 business days, either of us can cancel the job, and you won't pay for any part we haven't done.

21 Australian Consumer Law

21.1 Nothing in these terms excludes, restricts or changes any right or remedy that the Australian Consumer Law or another law gives you and doesn't allow us to exclude.

21.2 The consumer guarantees for services don't apply when we carry or store goods for the purposes of a business, trade, profession or occupation of the person we carry them for. Otherwise, if you're a consumer under the Australian Consumer Law, you get those guarantees in full, subject only to clause 21.3.

21.3 This clause applies if our services aren't of a kind ordinarily bought for personal, domestic or household use. Our liability for not meeting a guarantee is then limited to doing the service again, or paying the cost of having it done again. This limit doesn't apply if it isn't fair or reasonable for us to rely on it.

22 Privacy

22.1 We collect personal information such as names, addresses, phone numbers, email addresses, signatures and delivery photos, to do the job, prove delivery and keep our records.

22.2 We only share it with people who need it for the job, such as subcontractors, or as our privacy policy at 360operationsgroup.com.au/privacy explains.

22.3 If you give us someone else's details, such as the receiver's, you confirm you're allowed to.

23 Complaints and disputes

23.1 If something isn't right, call us on 1300 360 365 or email solutions@360operationsgroup.com.au. We'll look into it and get back to you.

23.2 If we can't sort out a dispute within 10 business days, either of us can ask for mediation. The NSW Small Business Commission offers mediation for business disputes, and consumers can also contact NSW Fair Trading. Each of us pays our own costs, and we share any mediator's fee equally.

23.3 This clause doesn't stop either of us going to court for urgent court orders, or to recover a debt that isn't disputed.

24 Changes to these terms and ending our arrangement

24.1 We may update these terms. The version that applies to a job is the one linked in your quote or booking confirmation.

24.2 If you have an account or a regular run with us, we'll give you 30 days' notice in writing of any change to these terms. If you don't agree with it, you can end the arrangement before the change takes effect, and you only pay for work already done.

24.3 Either of us can end an account or a regular run by giving 14 days' notice in writing, unless a written agreement between us says otherwise.

24.4 Either of us can end the arrangement straight away by notice in writing in either of these cases: the other seriously breaks these terms and doesn't fix the breach within 7 days of being asked to, or the other becomes insolvent.

24.5 Ending an arrangement doesn't affect jobs already done, amounts owed, or clauses meant to continue, such as clauses 12, 14, 15 and 19.

25 Other terms

25.1 These terms are governed by the law of New South Wales. Either of us can take a dispute to the courts of New South Wales.

25.2 We can send notices and invoices to the email address you give us. Send notices to us at solutions@360operationsgroup.com.au.

25.3 These terms, your quote or booking confirmation, and any written agreement between us are the whole agreement about each job. This doesn't limit your rights under the Australian Consumer Law.

25.4 If any part of these terms can't be enforced, it's removed and the rest still applies.

25.5 If either of us doesn't enforce a right straight away, we can still enforce it later.

25.6 Neither of us can transfer our rights under these terms without the other's written agreement, which won't be unreasonably refused.

25.7 These terms can be accepted and signed electronically.

ACCEPTANCE

Accepting these terms

By signing, you confirm that you've read and accept these terms for all transport jobs we do for you, and that you're authorised to sign for the customer.

CUSTOMER

Legal name

ABN (businesses)

Trading name

Accounts email

Phone

Name and position of person signing

Signature

Date

FOR 360 OPERATIONS GROUP PTY LTD

Name of authorised signatory

Signature

Date