Rebel Logistics Pty Ltd

Terms and Conditions of Carriage, Storage and Services
ABN 42 632 300 022 | Version 2 | Effective October 2026

PREAMBLE

These are the Terms and Conditions on which we enter into a contract with You. Please read them before you book our services. You may not vary them without our written agreement, and you may not assign your obligations to another person or entity without our written permission.

Your rights under the Australian Consumer Law. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any right or remedy you have under the Competition and Consumer Act 2010 (Cth) or any other law that cannot lawfully be excluded. Where any clause would do so, it applies only to the extent permitted by law.

1. INTRODUCTION

1.1 This Agreement sets out the terms on which we supply services to You.

1.2 We may, acting reasonably, refuse to handle, store, convey or transport any goods, including where goods are unsafe, unlawful, inadequately described or beyond the capacity of our vehicles or facilities. If we refuse after accepting a booking, we will refund any amount paid for services we have not provided.

1.3 This Agreement is between You and Us. We may subcontract part or all of our services, but we remain responsible to You for the services under this Agreement.

1.4 If You give us oral or written instructions that conflict with this Agreement, this Agreement prevails unless we agree otherwise in writing (including in a written quotation).

2. DEFINITIONS

2.1 "You" means you personally or, if you are a company or other entity, that company or entity. If you contract on behalf of a company or entity, you warrant that you are authorised to do so. If that authority ends, you must tell us promptly and nominate a person who is authorised to act.

2.2 "We", "Us" or "the Carrier" means REBEL LOGISTICS PTY LTD, ABN 42 632 300 022, operating principally from 62 Dougharty Road, Heidelberg West VIC 3081, with storage facilities at 159 Racecourse Road, Flemington VIC 3031.

2.3 "Goods" means all items we collect, carry, handle, assemble or store for You or on Your behalf, including any packaging, pallets, containers or other coverings.

2.4 "Services" means all services we supply to You, including carriage, removals, delivery, loading and unloading, white glove delivery (unpacking, placement and assembly), storage, handling and related administration.

2.5 "Consignment Note" means any consignment note, booking form, quotation or job sheet, in paper or electronic form, that records details of the Services You request.

2.6 "Subcontractor" means any person or entity we engage to perform any part of the Services, and their employees and agents. Subcontractors may rely on the exclusions and limitations in this Agreement, and we hold that benefit on trust for them.

2.7 "Dangerous Goods" means goods classified as dangerous under the Australian Dangerous Goods Code or any applicable law, and any goods that are or may become poisonous, corrosive, volatile, explosive, flammable, noxious or radioactive, or that could injure people or damage property or the environment.

2.8 "Prohibited Items" means goods that any law prohibits from being carried or stored.

2.9 "High Value Items" means any single item or set worth more than $5,000, and any jewellery, cash, documents of value, artwork, antiques or collectibles.

3. YOUR RESPONSIBILITIES

3.1 By booking our Services or handing Goods to us, You accept this Agreement on behalf of Yourself and anyone else with an interest in the Goods, whether or not You sign a Consignment Note or Quotation.

3.2 We rely on the information You give us. You must act honestly and in good faith, and we may cancel or amend a booking if information You provide is materially false or misleading.

3.3 You warrant that:

(a) You own the Goods, or are authorised by the owner to arrange the Services on their behalf;

(b) the information in the Consignment Note or booking is complete and accurate, including the nature, quantity and approximate value of the Goods and any access issues at either address;

(c) any third party sending or receiving Goods on Your behalf has complied with paragraph (b);

(d) Goods You pack yourself are packed adequately for handling, transport and storage;

(e) the Goods may lawfully be possessed, carried and stored, and contain no Prohibited Items or undeclared Dangerous Goods;

(f) You have told us in advance about any High Value Items, fragile items or items needing special handling; and

(g) You can be contacted promptly before, during and after the Services.

3.4 Condition of Goods. Where practical, we will note or photograph the condition of Goods before we move or store them, and record any existing damage. We are not responsible for:

(a) damage to the contents of boxes or cartons packed by You, unless the packaging is visibly damaged in our care or the damage is caused by our negligence;

(b) pre-existing damage, wear and tear, or inherent defects in the Goods; or

(c) mechanical, electrical or electronic faults in appliances, unless caused by our handling.

3.5 Insurance. We hold transit and liability insurance for our business. Our insurance is subject to its own limits and conditions and is not insurance for You. We recommend You insure High Value Items and Goods in storage under your own policy. We will only arrange insurance on Your behalf if You ask in writing and we agree, and any extra cost is payable by You.

3.6 You must not allow any other person with an interest in the Goods to bring a claim against us that arises from Your breach of this Agreement, and You indemnify us against such a claim to the extent it arises from Your breach.

3.7 If You instruct us to use a particular method of handling, storage or carriage, we will use it where reasonably practicable. If we cannot, we will tell You and may use a reasonable alternative.

3.8 If Goods are lost or damaged in our care, we may repair or restore them where that is a reasonable remedy. If replacement is required, we will pay the reasonable cost of a comparable replacement, having regard to the original invoice or receipt and the age and condition of the Goods.

4. DELAYS AND EVENTS BEYOND OUR CONTROL

4.1 You are responsible for loss or damage to any third party caused by Your own acts, negligence or omissions in connection with the Services.

4.2 Delivery and collection times are estimates. We will use reasonable efforts to meet them, but we are not liable for delay caused by events beyond our reasonable control, including traffic, road works, accidents, weather, flood, fire, regulatory checks of heavy vehicles, breakdowns, industrial action, public events, or delays at collection or delivery points.

4.3 If an event beyond our reasonable control prevents us from delivering the Goods, we will tell You as soon as practicable and work with You to deliver the Goods or return them.

5. LIMITATION OF LIABILITY

5.1 To the extent permitted by law, we exclude all conditions, warranties and guarantees implied by statute. If You are a “consumer” under the Australian Consumer Law, this does not affect the consumer guarantees that cannot be excluded.

5.2 Where the law allows us to limit our liability for failure to comply with a consumer guarantee (for example, where the services are not of a kind ordinarily acquired for personal, domestic or household use), our liability is

limited, at our option, to supplying the Services again or paying the cost of having them supplied again.

5.3 To the extent permitted by law, we are not liable for loss of income, profits, markets, reputation, customers, use, opportunity, business or goodwill, or for any indirect or consequential loss.

5.4 We are not liable for failing to perform this Agreement where the failure is caused by events beyond our reasonable control, by Your acts or omissions, by the acts of third parties we do not control, by Goods that are Prohibited Items, or by our refusal to make any unlawful payment.

6. UNACCEPTABLE GOODS

6.1 If Goods are, in our reasonable opinion, unsafe or unacceptable for carriage or storage, we will contact You for instructions and may charge reasonable additional costs. If we cannot contact You after reasonable attempts, or You do not accept those costs, we may return the Goods to You or deal with them in accordance with clause 7.10, and You must pay the reasonable costs involved.

6.2 If You will be unavailable during the Services, You must nominate a contact person who is authorised to give us instructions on Your behalf.

7. QUOTES, CHARGES AND PAYMENT

7.1 You must pay our charges when they fall due. If You do not, we may take legal action to recover them in the appropriate jurisdiction.

7.2 If we take legal action to recover unpaid charges, You may be liable for late payment fees under clause 7.9 and our reasonable legal and collection costs.

7.3 Where freight is charged to a receiver or third party, a valid account number for the paying party must be stated on the Consignment Note. Our charges are earned when we collect the Goods.

7.4 If Goods are not at the nominated location, are not ready for collection, or You redirect us to a different address, we may charge reasonable additional fees for the extra time and travel.

7.5 Our charges are based on the weight or volume of the Goods, distance travelled, time, labour, access conditions and the logistics involved, as set out in our quotation.

7.6 Our quotation is based on the information You give us. If the job changes (for example, more Goods, different addresses, or access that is harder than described), we may adjust our charges and will tell You before doing the additional work where practicable. If our costs change because of a significant increase in third-party costs (such as fuel or tolls) before the Services start, we will notify You of any change to the quoted price, and You may cancel without penalty if You do not accept it.

7.7 Unless stated otherwise, our charges are exclusive of GST. GST will be added where applicable.

7.8 Unless otherwise agreed, payment is due within 14 days of invoice or on delivery, whichever is earlier. Please raise any query about an invoice in writing within 14 days so we can resolve it promptly. This does not limit any rights You have at law.

7.9 Late payment fee. If an invoice is not paid by its due date, a late payment fee is payable for each full month the invoice remains overdue. The fee is $250 or 10% of the overdue amount, whichever is less, plus GST if GST applies to the fee under the A New Tax System (Goods and Services Tax) Act 1999 (Cth). This fee reflects our reasonable costs of following up and recovering overdue accounts, including administration time, reminders and the cost of funding unpaid work. We will remind You in writing before the first fee is charged.

7.10 We have a lien over Goods in our possession for unpaid charges for the Services relating to those Goods. If Goods are not collected, or charges remain unpaid, we may deal with the Goods as uncollected goods under Part 4.2 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), including by giving You the notices and waiting the periods that Part requires before selling or disposing of them. Any proceeds will be applied to the amount owing and reasonable disposal costs, and any surplus will be dealt with as that Act requires.

8. LOADING, UNLOADING AND DELIVERY

8.1 Our team handles the Goods. Unless our quotation states otherwise, we load and unload the Goods and carry them to and from the agreed rooms or locations.

8.2 You must provide safe and reasonable access at both addresses, including parking for our vehicle, lift bookings, building or strata approvals, clear pathways, and protection for floors or surfaces You want covered. You must tell us beforehand about stairs, narrow access, long carries or any item that needs disassembly or special equipment. Additional charges may apply where access differs from what You described.

8.3 We will take reasonable care to avoid damage to premises. We are not responsible for damage to premises that results from access conditions You did not disclose, or from Goods that cannot reasonably fit through the available access, unless the damage is caused by our negligence.

8.4 You must make sure the correct delivery address is provided and that someone is present and prepared to receive the Goods, unless we have agreed in writing to leave them unattended.

8.5 If, at delivery, no authorised person is present, the location is unsafe, or access is blocked, we will try to contact You for instructions. If we cannot reach You, we may, acting reasonably, return the Goods to our depot or storage facility, or leave them at the address if You previously authorised this. Additional charges (such as a futile delivery fee and storage) may apply.

8.6 White glove delivery and assembly. Where our quotation includes unpacking, placement or assembly, we will carry out the work with reasonable care and in accordance with the manufacturer's instructions supplied with the Goods. Unless agreed in writing, our Services do not include wall mounting, anchoring, electrical, plumbing or gas connection work. We are not responsible for missing parts or manufacturing defects in the Goods.

9. STORAGE

9.1 Where we store Goods for You, we will keep them in a secure facility and take reasonable care of them.

9.2 You must give us an accurate description and estimated value of Goods placed into storage. We recommend that You insure stored Goods under your own contents or storage policy.

9.3 Access to stored Goods is by appointment. Storage charges are payable in advance unless otherwise agreed, and clause 7.10 applies to unpaid storage charges.

10. TERMINATION

10.1 If You materially breach this Agreement, or You become bankrupt, insolvent, enter administration or liquidation (other than for reconstruction), or have a receiver appointed, we may suspend further Services and retain Goods in our possession in accordance with clause 7.10 until outstanding amounts are paid.

11. GENERAL

11.1 We may update these Terms and Conditions from time to time. Changes apply only to bookings made after the updated terms are published or provided to You.

11.2 In this Agreement, the singular includes the plural and vice versa, and "person" includes a company, firm or other legal entity.

11.3 Headings are for convenience only and do not affect interpretation.

11.4 References to legislation include that legislation as amended or replaced, and any regulations made under it.

11.5 This Agreement binds the parties and their legal personal representatives, successors and permitted assigns. Where a party consists of two or more persons, they are bound jointly and severally.

11.6 If we do not exercise a right under this Agreement, that does not waive the right.

11.7 If any clause is invalid, illegal or unenforceable, it is severed and the remaining clauses continue in full force.

11.8 No party may assign its rights under this Agreement without the written consent of the other.

11.9 Claims. Please notify us in writing of any loss or damage as soon as possible, and within 14 days of delivery, so we can inspect and investigate while the evidence is available. This does not limit any rights You have under the Australian Consumer Law.

11.10 Disputes. If a dispute arises, please contact us first so we can try to resolve it. If it cannot be resolved informally, the parties agree to attempt mediation before commencing arbitration or litigation, except where urgent relief is needed. This clause survives termination of this Agreement.

11.11 This Agreement is governed by the laws of Victoria, and each party submits to the non-exclusive jurisdiction of the courts of Victoria.

11.12 This Agreement, together with our quotation and any Consignment Note, is the entire agreement between the parties regarding the Services.

11.13 We collect, use and disclose personal information in accordance with our Privacy Policy, available on our website.

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These Terms and Conditions are current as at October 2026.