

APPROVED AUTHORITY TO TREAT GOODS

Date: _____

Agent/Importer:

Phone:

Fax:

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AQIS ENTRY:

Vessel/Voy:

Bill of Lading:

Cargo/Vin No:

Treatment Options - (please circle):

Cleaning

Unpack

Access/Inspection

TREATMENT LOCATION:

AAT Fisherman Island Terminal

To eliminate an identified quarantine risk.

The treatment described is one of a number of treatment options and will render the goods safe for quarantine purposes only. The owner/agent should make their own enquiries as to the suitability of this or other treatments for the end use of the goods.

I/We understand that the above-mentioned goods may have plastic wrapping slashed or removed if the treatment so requires.

I/We authorise treatment of the above-mentioned goods and will not hold AAT Fisherman Island liable for any damage caused.

I/We agree to pay for all costs incurred in this treatment or for any damage caused to goods by this treatment.

I/We agree that I/we have been informed that this treatment may damage the goods and I/we agree to this treatment under section 48AA of the Quarantine Act 1908. This is a requirement under the Act.

Please proceed with treatment.

**Please note that the treatment of the above-mentioned goods is carried out to AQIS requirements only.*

Signed by.....Print Name.....

NB: Please note that treatment will NOT commence until a signed copy of this authority is returned to:

AAT Fisherman Island Email: clerks.fi@aaterminals.com.au

REQUEST FOR CARGO/VEHICLE WASHING FISHERMAN ISLAND

TO: AUSTRALIAN AMALGAMATED TERMINALS PTY LIMITED (AAT)

RE:	AQIS ENTRY:	Vessel/Voy:	Bill of Lading:	Cargo/Vin No:

REQUEST: I request that AAT arrange for the cargo/vehicle to be washed.
 I agree to pay a fee of \$.....(inclusive of GST) in advance.
 I request that AAT place all relevant fees onto.....account.

TERMS: I acknowledge and agree that the following terms will apply.

1. AAT may subcontract the washing if the cargo/vehicle.
2. AAT excludes all conditions, warranties, representations and terms implied by law except any Non-excludable Condition.
3. AAT does not exclude or limit the application of any provision of any law where to do so would contravene that law or cause any of these Terms to be void.
4. AAT is not liable to you for any cost arising as a result of any act or omission of AAT, whether such liability arises in contract, tort (including negligence) or otherwise.
5. AAT is not liable for any loss of profit, consequential loss, indirect loss, or loss of income suffered by you, whether arising in contract, tort (including negligence) or otherwise.
6. The limitation of liability provided for in these Terms also benefits:
 - (a) AAT's subcontractors and their employee's and agents;
 - (b) AAT's employees and agents; and
 - (c) any other person who is vicariously liable for acts or omissions of any of them, and for the purposes of this clause 6, AAT shall be deemed to be acting as agent or trustee on behalf of and for the benefit of the persons referred to in subclauses 6(a), 6(b) and 6(c) of these Terms.
7. AAT's liability to you for a breach of any Non-excludable Condition (other than one implied By Section 74 of the *Trade Practices Act 1974* (Cth) is limited, at the option of the Contractor, to:
 - (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
8. You will be responsible for and shall indemnify AAT against all Claims against AAT arising out of or in relation to:
 - (a) washing the Cargo/vehicle including, without limitation, delivery of the Cargo/vehicle to and from the wash bay; and
 - (b) damage to the Cargo/vehicle whether occurring before, during or after washing.
9. You agree that AAT is not responsible for the theft of or any damage to the Cargo/vehicle (whenever occurring) and release AAT from all Claims in relation to the loss of or damage to the Cargo/vehicle.
10. You agree to keep the Cargo/vehicle fully insured against loss and damage at all times.
11. In these terms:
 - (a) an implied condition or warranty the exclusion of which from a contract would contravene any law or cause part or all of these Terms to be void is called a **Non-excludable Condition;**
 - (b) **Cost** means any cost, expense charge, payment, loss, damages or other expenditure of any nature whether direct, indirect or consequential and whether accrued or paid; and
 - (c) **Claim** means any action, claim, suit, demand, loss, liability, damage or Cost.

Date:.....

 (Signature)

 (Print name)

 (Print Address)

 (Print contact phone number)